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Title: **Cattaraugus, County of and Sheriff's Department Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Local 805 (2003)**

Employer Name: **Cattaraugus, County of**

Union: **Sheriff's Department Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, 805**

Effective Date: **01/01/03**

Expiration Date: **12/31/07**

PERB ID Number: **6984**

Unit Size: **38**

Number of Pages: **65**

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Agreement

GEN
6984

Between the

Sheriff of Cattaraugus County

&

County of Cattaraugus

and the

Civil Service Employees Association, Inc.

Local 1000, AFSCME, AFL-CIO

Sheriff's Department Unit

NOTICE

APPROVAL OF THE LEGISLATURE: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Received
5/3/04

01/01/03 - 12/31/07

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ARTICLE 1

Preamble

Section 1.1: The Public Employee's Fair Employment Act, the other provisions of the Civil Service Law, and the Local Laws of the County of Cattaraugus which are not inconsistent with said Act and the Civil Service Law, shall govern the Terms of this Agreement.

Section 1.2: This Agreement is entered into pursuant to Article 14 of the Civil Service Law between the County of Cattaraugus and the Cattaraugus County Sheriff, hereinafter referred to as the "Employer" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified union for the Cattaraugus County Sheriff's Department Employees Unit of Local 805 hereinafter referred to as the "Union". The parties further agree that the agreement constitutes the full contract between the parties.

Section 1.3: Acknowledging the moral principles inherent in Federal and State Legislation, the parties to this agreement hereby affirm that they shall insure equal employment opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, or national origin. The scope of employment opportunity shall also include adherence by the Employer to the provisions of the Americans with Disabilities Act of 1990 (ADA).

ARTICLE 2

Recognition

Section 2.1: The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purposes of Collective Bargaining and the Administration of grievances arising thereunder, for the maximum period provided by law, for all employees of the Sheriff except:

- 1) Deputy Sheriff
- 2) Managerial/ Confidential employees
- 3) Temporary Employees*
- 4) Special law enforcement employees
- 5) Part-time employees
- 6) Supervisory employees in the ranks of SGT and LT.

* Temporary employees appointed on a full-time basis with a contingent permanent appointment in a title represented by the unit shall be included in the unit.

** Regular Part-time employees as defined in Addendum A of this Agreement shall be included in the Unit."

ARTICLE 3

Deductions

Section 3.1: The Employer shall deduct, from the wages of those employees who have signed authorizations permitting said deductions, membership dues and insurance premiums and remit same to the CSEA, 143 Washington Street, Albany, New York 12210.

Section 3.2: There will be deductions made for all Union benefits. The Union will provide the County Treasurer with a bill broken down into categories. The County Treasurer will issue checks monthly for each category. All changes must be given to the County Treasurer quarterly. Said changes will only be made quarterly each year. The County agrees to provide deductions for those employees wishing to participate in the CSEA Master Plan insurance. Deductions will be sent to the designated agent provided by CSEA.

Section 3.3: The Employer shall deduct from the wages of those employees who are not members of the CSEA, hired on or after January 1, 1981, an amount equal to the membership dues of a member of the CSEA and remit same to CSEA, 143 Washington Street, Albany, New York 12210

Section 3.4: It is understood that CSEA will save the Employer harmless against any claims of liability which may arise out of or by reason of action taken by the Employer in compliance with this Article.

ARTICLE 4

Management Rights

Section 4.1: The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote, and determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by Law, provided however, the Employer shall not be arbitrary or capricious in exercising either the foregoing enumerated rights or its broader common law, inherent, and/or reserved rights.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers, and

authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

Section 4.2: The Sheriff or his/her designee shall issue the original standard operating procedures and post modifications thereto; so that all employees are aware of the same.

ARTICLE 5

Union Rights

Section 5.1: The Employer recognizes the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this Agreement and to visit employees during working hours. Such representatives shall also be permitted to appear at public hearings before the County Legislature upon request of the employees. If an employee needs to be released from duty, he/she must have the prior approval of the Sheriff or his/her designee.

Section 5.2: The Employer shall provide to the Local President or to his/her designee and the Unit President, a copy of each agenda established for meetings of the County Legislature prior to each respective meeting.

The Local President or his/her designee shall, without loss of pay, be permitted to attend meetings of the Legislature when any matters dealing with conditions and terms of employment will be discussed.

Section 5.3: The Unit Representative (s) shall be permitted a maximum combined total of seventy (70) hours per year and shall not exceed more than one (1) person per shift to attend local unit meetings. A second person per shift may be released providing the Union requests such exception sufficiently in advance and alternate coverage is obtained to provide adequate staffing on the shift. All working hours devoted to Union business pursuant to this section shall be reported to the Sheriff or his/her designee at the end of the pay period in which such use occurred.

Section 5.4: The Employer will provide to the local president and Unit President, upon request, but in no event more than twice per year, a list of names and addresses of all employees in the bargaining unit.

Section 5.5: The Employer shall notify the Union at least seven (7) days in advance of the change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Employer has no control..

ARTICLE 6

Bulletin Boards

Section 6.1: The Union is granted the privilege of exclusive use of two (2) bulletin boards maintained in the jail facilities. The board shall be used only for the following notifications:

- A.) Recreational or social affairs of the Association.
- B.) Association minutes.
- C.) Association elections.
- D.) Reports of Association committees.
- E.) Rules, policies, or membership drives of the State Association.

The posting of any other notices or communications shall require prior approval of the Employer or its designee.

ARTICLE 7

Labor-Management Meetings

Section 7.1: The Employer and the CSEA agree to establish Labor-Management committees. Such meetings will be held on a quarterly basis or at any other time mutually agreed upon by the parties. These Labor-Management conferences may be utilized to discuss contractual differences, policy differences, and any other matters which may be deemed appropriate.

ARTICLE 8

Equipment Inspections

Section 8.1: No employee of the Sheriff's Department shall be required to operate equipment that is unsafe or a vehicle that does not pass New York State Inspection.

ARTICLE 9

Probationary Employees

Section 9.1: Every permanent appointment shall be for the probationary period to conform with Civil Service Law and Rules.

Section 9.2: All employees shall complete thirteen (13) pay periods of service before any sick leave is used and twenty-six (26) pay periods of service before any vacation leave is

granted. Under no circumstances will employees be paid for sick or vacation time during these periods.

Section 9.3: After decisions to hire new employees are made, all such employees are required to have a medical examination. These examinations are conducted at the Employer's expense. The purposes of the medical examinations are to ensure that a new hire is able to perform the essential functions of the specific job for which selected, and to secure medical histories which may serve useful in the planning of employee wellness programs.

ARTICLE 10

Hours of Work

Section 10.1: Regulations. Regulations governing the minimum and maximum hours of work with respect to the minimum number shall be prepared by the Sheriff. Such schedules shall have for their purpose the establishment and maintenance of equitable and, as nearly as possible, uniform hours of work for all positions. Hours of work for employees for whom necessity requires a different schedule than generally prescribed, shall be in accordance with an alternate schedule prepared by the Sheriff or his designee. Each employee will work overtime when necessary to the efficient conduct of the Employer's business.

The regular work week for all employees shall commence at 12:01 a.m. Monday through midnight on the subsequent Friday, except employees of departments required to provide continuous or extended service. These employees shall have a work week of the same number of hours, but not necessarily the hours specified earlier. For payroll purposes, the work week terminates midnight Saturday for all employees.

Section 10.2: Work Schedule. All employees of the Sheriff's Department, excluding Correction Officers and clerical staff, shall work eight (8) hours per day and forty (40) hours per week, exclusive of a lunch period. One-half (1 /2) hour per shift shall be allowed for a lunch period.

Correction Officers shall work eight (8) hours per day and forty (40) hours per week, inclusive of a lunch period of one-half (1/2) hour. Correction Officers shall report for duty fifteen (15) minutes prior to the beginning of their shift. Beginning on January 1, 2005, Correction Officers shall be compensated for the fifteen-minute pre-shift time, as contained in this section, at the straight time rate in effect on the day worked.

Section 10.3: Schedule Exchange. Employees desiring to swap scheduled shifts on a temporary basis on a given date and/or shift, must make such request to the Sheriff or his/her designee at least one (1) week in advance of the initial swap date. If such a request is denied, the reason shall be provided to the employee at the time of the denial. Emergency requests may be made in less than the one (1) week as required above. Such shift swaps shall not result in overtime.

Section 10.4: Rest Breaks. Except during times of emergency or natural disaster, employees shall receive two [2] breaks per day of fifteen [15] minutes duration. These breaks will be scheduled at the convenience of the Employer, but as near as possible to the middle of each period of work.

Breaks will be taken only in areas suitable to the Employer. These areas shall not be determined in an arbitrary or capricious manner.

Correction Officers assigned to special duty outside the correction facility, shall be entitled to the fifteen [15] minute rest breaks prescribed herein, if feasible to arrange sufficient coverage.

ARTICLE 11

Attendance Rules

Section 11.1: Unauthorized Leave. Any absence of any employee not reported before the time specified in the pertinent Articles of the Agreement and any absence not provided for in this Agreement will be classed as unauthorized leave.

Section 11.2: Tardiness. All employees are required to report to work at the scheduled time. Tardiness shall be regarded as a violation of the Agreement. The Department Head will use reasonable judgement in evaluating instances of tardiness. The employee, whenever possible, will inform the Department before his/her shift commences that he/ she will be tardy.

ARTICLE 12

Seniority

Section 12.1: Definition. Seniority is the length of permanent full-time continuous service in the County Sheriff's Department. Seniority is utilized to determine respective seniority rights between unit members in the same job title for such purposes as vacation schedule preference, shift preference and as may otherwise be provided by this Agreement.

Section 12.2: Full-time Continuous Employment. Full-time continuous employment in the Sheriff's Department commences with permanent appointment and includes those periods when an employee is on the Employer's active payroll and those periods when an employee is:

- A.) on unpaid leave;
- B.) on layoff up to four (4) years from the date of layoff;
- C.) absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease;
- D.) such other periods of service, if any, that the Civil Service Law requires to be treated as part of the employee's continuous service.

Section 12.3: Loss of Seniority. Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs:

- A.) he/she resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her);
- B.) he/she is discharged or terminated in accordance with law and/or the terms of this contract;
- C.) he/she retires;
- D.) he/she refuses a recall.

Section 12.4: Same Date of Hire. If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

Section 12.5: Seniority List. On January 31 and July 31 of each year, the Employer shall provide the Union with a copy of the current Seniority List for all employees within the bargaining unit. This Seniority List shall be considered final and binding unless any change is submitted in accordance with grievance procedures within ten (10) working days after the List is made available.

Section 12.6: Rate of Pay. Any new employee hired by the Employer who does not have experience in a particular position, shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage. If a higher wage is paid to the new employee, any employee in the same job title, in a lower step than the new employee, shall be moved to the same step as the new employee.

Section 12.7a: Shift Preference. When a vacancy exists on a shift, shift preference shall be decided by seniority. Shifts shall be defined as:

- First Shift: When a majority of the regular working hours are after 8:00 a.m. and before 4:00 p.m.
- Second Shift: When a majority of the regular working hours are after 4:00 p.m. and before 12:00 p.m.
- Third Shift: When a majority of the regular working hours are after 12:00 p.m. and before 8:00 a.m.

Section 12.7b: Special Assignments.

- A.) Special assignments shall not be bid as above, but assigned by the Sheriff as needed.
- B.) Special assignments on a permanent basis shall be posted for informational purposes only and permit employees to identify their interest in the position.
- C.) Special assignments shall be defined as an assignment that requires special skills, ability, or physical attributes. These assignments would not include traditional assignments such as general correctional duties in the jail.

Section 12.8: Pass Days. The Sheriff shall assign pass days. If pass days are changed, it cannot be done for arbitrary and capricious reasons. Such changes are subject to review under the grievance procedure as to whether they were arbitrary and capricious. Requests for a change in pass days may be made at any time. Such request must be made in writing and shall be filed with the Sheriff or his/her designee.

ARTICLE 13

Layoff and Recall

Section 13.1: Layoff and Recall. In the case of job abolishment, reduction in work force, layoff, and recall for employees in this bargaining unit, the procedures outlined in Rule 26 in the Rules of the Classified Service of Cattaraugus County and Sections 80, 81, and 85 of the Civil Service Law will prevail.

ARTICLE 14

Job Posting

Section 14.1: Unencumbered Position. If a vacancy occurs in an unencumbered position, within the bargaining unit, and there is not a current Civil Service list to fill the vacancy, or the Employer wishes to fill the vacancy on a temporary/provisional basis pursuant to the Civil Service rules, the following procedure will be followed:

Section 14.1a: When the appointing authority contemplates filling the job, it will be posted for a period of five (5) working days on the Employer's bulletin board. The Posting shall contain:

1. Job Title
2. Rate of Pay
3. Location of Work
4. Designated Place and Name of Person to See for Application
5. Place to Apply

A copy of each posting shall be supplied to the Unit President and the Union Field Representative.

Section 14.1b: The Employer will award the position to the most senior employee meeting the following qualifications:

1. Qualified according to the class specifications established for the vacant position;
2. Physical qualifications;
3. Seniority (with (1) and (2) being equal, seniority will prevail).

First preference will be given to employees within the department where the vacancy occurs for whom the new position will mean a promotion.

Section 14.2: Restoration to Permanent Position. When a permanent employee is promoted or transferred to a position in which he/she is required to serve a probationary term, the position thus vacated by him/her shall not be filled except on a temporary basis during such probationary term. (At any time during such probationary term, the employee shall have the right to return to his previous position at his own election. If the conduct or performance of the probationer is not satisfactory, he/she shall be restored to his/her former position at the end of his/her probationary period.)

Section 14.3: The Employer shall be the judge of such qualifications. If necessary, any challenge to the Employer's judgement in this area shall be subject to the Grievance Procedure.

Section 14.4: An employee may utilize this article of the Agreement to respond to a posting for a position in a lower salary grade than he/she presently occupies. Such employee will be compensated at the step in the new lower salary grade most nearly equal to the compensation he/she was receiving in his/her previous position.

ARTICLE 15

Reassignment

Section 15.1: Reassignment - Civil Service Rules contain the following definition: "Reassignment" means the change, without examination, of a permanent employee from one position to another position in the same title under the jurisdiction of the same appointing authority.

Section 15.2a: Notice of Reassignment - more than five (5) days. Temporary reassignments of more than five (5) working days but less than thirty (30) working days within a Department and/or from one (1) shift to another, as well as reassignments of a greater duration or permanent reassignments shall not be made without three (3) working days written notice to the employee(s).

Section 15.2b: Notice of Reassignment- less than five (5) days. Temporary reassignment within the department or from one shift to another of not more than five (5) working days may be made with written notice to the affected employee forty-eight (48) hours prior to the reassignment.

Section 15.3: Unwanted Shift Reassignment. In cases of an unwanted reassignment from one shift to another, the assignment shall be accomplished by using reverse seniority.

Section 15.4: Shift Preference. When a vacancy exists on a shift, shift preference shall be decided by seniority. Shifts shall be defined as:

First Shift: When a majority of the regular working hours are after 8:00 a.m.

and before 4:00 p.m.

Second Shift: When a majority of the regular working hours are after 4:00 p.m.
and before 12:00 a.m.

Third Shift: When a majority of the regular working hours are after 12:00 a.m.
and before 8:00 a.m.

Section 15.5: Reassignments made pursuant to this Article shall not be made for arbitrary and capricious reasons.

Section 15.6: Requests for reassignment may be made at any time. Such request must be made in writing and shall be filed with the Sheriff or his/her designee.

ARTICLE 16

Holidays

Section 16.1: Definition. Each employee, other than a Correction Officer, shall receive eleven (11) paid holidays. Two holidays shall be credited on the first day of January. Thereafter, one holiday shall be credited on the first day of each month February through October. Effective January 1, 1998, Correction Officers shall receive nine (9) paid holidays. Effective January 1, 2005, Correction Officers shall receive ten [10] paid holidays. Two holidays shall be credited on the first day of January. Thereafter, one holiday shall be credited on the first day of each month February through September. If an employee is not scheduled to use all of his/her holidays during the course of a year, then the employee shall be compensated for those holidays standing to his/her credit as of December 31. Employees may also be compensated for holidays standing to their credit during other payroll periods if such requests are approved by the Sheriff. Days scheduled as holidays count as time worked in the computation of overtime. Employees receiving pay for holidays instead of a day off are compensated at the straight time rate.

The Sheriff shall declare County holidays, when the Sheriff's main office shall be closed. An employee who does not have holiday leave standing to their credit on such declared holiday, may be approved for use of vacation or personal leave.

Section 16.2: Absence Before a Holiday. In order for an employee to qualify to be paid for a recognized holiday, he/she must work the scheduled work day before and the scheduled work day after said holiday; employees with an excused absence will be exempt from this clause.

Section 16.3: Pay-in-Lieu of Holidays. Correction Officers, Emergency Services Communications Specialists, and Cook-Manager may receive pay-in-lieu of holidays standing to their credit on a daily basis up to a maximum of eight (8) days. Emergency Services Communications Specialists may also be compensated for the remaining three (3) holidays standing to their credit if such requests are approved by the Sheriff. Correction Officers may also be compensated for the remaining one (1) or two (2) holidays standing to their credit if such requests are approved by the Sheriff. Holiday rates shall be the same as personal leave day rates.

ARTICLE 17

Vacation Leave With Pay

Section 17.1: Accumulation. Vacation leave with pay will be granted by the appointing authority to employees, except as hereinafter stated, at the rate of one-half (1/2) day per bi-weekly pay period.

Vacation leave shall accumulate to a total of thirty-five (35) days.

Any employee unable to take his/her vacation due to an emergency declared by the employer shall be paid for those days over thirty-five (35).

An employee who commences employment on a full-time permanent basis on or after January 1, 2004, will accumulate vacation leave as follows:

Anniversary Date

First thru fifth year [inclusive]	ten [10] days
Sixth thru tenth year [inclusive]	fifteen [15] days
Eleventh thru twentieth year [inclusive]	twenty [20] days
Twenty-first thru twenty-fifth year [inclusive]	one [1] additional day per year up to a maximum of 25 days [i.e. 21,22,23,24,25]
Twenty-six years and thereafter	twenty-five [25] days

An employee who commences employment on a full-time permanent basis on or before December 31, 2003, shall accumulate vacation leave at the rate of one-half [1/2] day per bi-weekly period."

Section 17.2: Longevity Accumulation. Employees shall accumulate one (1) additional day's vacation for each full year worked beyond and inclusive of the sixth (6th) through the eighteenth (18th) year. Each employee shall receive fourteen (14) days vacation for six (6) years' service, fifteen (15) days vacation for seven (7) years' service, etc.

The longevity vacation days will be awarded at the rate of one per pay period beginning the first pay period after the first of January after the employee completes his/her sixth (6th) full year of service. Only days which total to thirty five or less will be allowed.

An employee who commences employment on a full-time basis on or after January 1, 2004, shall not be entitled longevity accumulation as outlined above.

Section 17.3: Schedule. The normal vacation schedule will be completed by March 1 of each year. Seniority will prevail in all scheduling conflicts. Changes in such schedule after March 1 will be made by mutual agreement between the Sheriff and the employee where no conflict exists. In the event of an emergency need for vacation, every effort will be made to grant said request. Such determinations shall not be arbitrary or capricious.

Section 17.4: Unscheduled Vacations. Employees wishing to take an unscheduled vacation of one day's length must report the fact to their Department Head or his/her designate during their shift on the work day prior to the one-day vacation. Employees wishing to take an unscheduled vacation of longer than one day must apply for permission from their Department Head or his/her designate at least forty-eight (48) hours before commencing their vacation.

Section 17.5a: Separation / Lay-off or Resignation. Employees who are laid off, or who resign in good standing, providing that notice of such resignation is given to their Department Head, in writing, at least two (2) weeks prior to their last day of work, and have accrued vacation leave to their credit, shall be paid the salary equivalent of the unused vacation leave.

Section 17.5b: Separation / Retirement. In the event of retirement, an employee who notifies his Department Head, in writing, two (2) weeks in advance shall be paid for all unused vacation.

Section 17.5c: Separation / Death. In the case of the death of the employee, all vacation credits will be paid to the employee's beneficiary.

Section 17.6: Eligibility. New employees hired prior to December 1, 1999, must complete twenty-six (26) pay periods of service before any vacation leave is granted. After the employee completes twenty-six (26) pay periods of service, he/she shall be credited with seven (7) days of vacation leave.

Section 17.7: Missing Work. Deduction of one day's pay or less per pay period for absence does not affect the normal accumulation of vacation for that pay period. Any time taken off by the employee because of either a snow storm, flood, or Act of God may be taken without pay, or at the employee's option, from accumulated vacation time, personal leave, or accumulated Holiday.

If the employee elects time off without pay for the above purposes, it shall not affect his/her accumulation of vacation and sick leave for the pay period.

Section 17.8: Pay in Lieu of Vacation. Upon written request by an employee, employees may receive up to one week pay, per year, in lieu of vacation time. Requests must be at least ten (10) working days prior to the payroll date on which payment is sought.

ARTICLE 18

Sick Leave With Pay

Section 18.1: Eligibility. Sick leave shall be granted to an employee for absence from duty because of illness, bereavement, bodily injury, exposure to contagious diseases, and attendance upon members of the immediate family whose illness requires the care of such employee. Immediate family shall mean spouse, children, and parents, regardless of residence. Also, any other relative residing in the employee's household. Employees may utilize a maximum of 10 days per calendar year for attendance upon members of the immediate family.

All employees must complete thirteen (13) full pay periods of service before any sick leave is granted. After the employee completes thirteen (13) full pay periods of service and continues in the employment of the Employer, he/she shall be credited with six and one-half (6 1/2) days sick leave. Employees hired after September 25, 2002, shall be credited with five (5) days sick leave after the employee completes thirteen (13) full pay periods of service and continues in the employment of the Employer.

In all cases, sick leave with pay in excess of three (3) consecutive days will be granted only when a physician's certificate, furnished by the employee stating that the employee has been too ill to perform his/her regular duties or is in attendance upon a member of the immediate family whose illness requires the care of such employee, has been submitted to the Department Head.

If the Employer feels that an employee is abusing the sick leave provision, that employee may be required to furnish a physician's certificate for one day's absence.

If an employee uses sick leave, it cannot be changed to other leave time at a later date.

Section 18.2: Accumulation. Each employee will earn one-half (1/2) day of sick leave per pay period. An employee accumulating more than two hundred fifteen (215) days will forfeit the additional days. Employees hired after September 25, 2002, will accumulate nine (9) sick leave days a year. At the completion of three (3) years of service, the employees will earn one-half (1/2) day per bi-weekly pay period.

Section 18.3: Reporting Illness. When an employee finds it necessary to be absent because of illness, he/she shall report the fact at least two (2) hours prior to the start of the shift.

Section 18.4: Doctor's Appointments. All doctor and dentist appointments will be chargeable to sick leave.

Section 18.5: Doctor's Examinations. Before sick leave may be charged against sick leave credits, the appointing authority may require the employee to be examined, at the expense of the Employer, by a physician designated by the Employer. If, upon the report of the medical examination, the Employer finds there is no satisfactory evidence of illness, such absence may not be charged against accumulated sick leave. Abuse of sick leave privileges shall be cause for disciplinary action.

Section 18.6: Units. Sick leave shall be taken in no less than two (2) hour blocks.

Section 18.7: Retirement. Upon retirement or death, employees shall be paid their current rates of pay for their unused accumulated sick leave over 50 days and up to 215 days (215 minus 50 equals 165). Therefore, an employee could be paid a maximum of 165 days at the time of retirement or death.

Section 18.8: Missing Work. Deduction of one (1) day's pay or less per pay period for absence does not affect the normal accumulation of sick leave for that pay period.

If an employee elects time off without pay for the above purposes, it shall not affect his/her accumulation of vacation and sick leave for the pay period.

Section 18.9a: Sick Leave Bank. Each employee shall contribute one (1) day per year to a sick leave bank to be deducted from the employee's accrual on January 1 of each year of this contract. The Employer will contribute an amount of days equal to the total employee's contribution. An employee unable to contribute cannot participate.

Section 18.9b.1: After paid leave has been exhausted, subject to subdivision 2 of this paragraph, an employee, with less than five (5) years of service who has at least forty (40) hours of sick leave accrued at the time an illness began, or an employee with more than five (5) years of service who has accrued at least sixty (60) hours of sick leave at the time an illness began, may request sick leave from the bank for the employee's personal illness.

Section 18.9b.2: At the employee's option, he/she may choose to retain no more than one-half of the accrued vacation standing to his/her credit at the time an illness began. An employee choosing to retain no more than one-half of his/her accrued vacation, will be deemed to have exhausted all paid leave for the purposes of paragraph 1 herein.

Section 18.9b.3 If the employee exhausts sick leave bank credits as defined in Section 18.9b.2, the employee may request an additional one-half (1 /2) of the amount of sick leave bank credits used as medically necessary and documented to the Union President and Human Resources Director.

Section 18.9c: The President of the Cattaraugus County Sheriff's Department Employees Unit of the Civil Service Employees Association or his or her designee and the Human Resources Director shall approve or disapprove all requests for the use of the sick leave bank pursuant to these rules. If these parties disagree, the request shall be submitted to the County Operations Committee of the Cattaraugus County Legislature for determination. Such requests shall not be unreasonably denied.

Section 18.9d: If the request is approved, the employee may be granted sick leave for a maximum period equal to the amount of accumulated sick leave on the date in which the employee's illness or disability began. While using time from the sick leave bank, the employee will be paid at a rate equal to his/her regular rate of pay. While the employee is using time from the sick leave bank, he/she shall not be eligible to earn any benefit time.

Section 18.9e: Accumulated days in the bank shall accrue from year to year.

Section 18.9f. When the sick leave bank is exhausted, it will be replenished by following the procedures outlined in (A) above.

Section 18.10a: Catastrophic Leave Program. Eligibility to Receive Donated Credits. In order to be eligible to receive donated credits, an employee must have completed at least one cumulative year of service, must be absent due to a non-occupational personal illness or disability for which medical documentation satisfactory to management is submitted as required, must have exhausted all leave credits and must be expected to be absent for at least two biweekly payroll periods following exhaustion of leave credits. The employee must have no disciplinary actions resulting in a penalty of more than a (5) five-day unpaid suspension during the last year prior to the application for catastrophic leave. An employee using donated leave credits is treated as an employee on unpaid leave. Receiving donated credits does not entitle an employee to extend their employment beyond the point it would otherwise end by law or rule (for example, layoff or termination, including that pursuant to Civil Service Law Section 73).

Section 18.10b: Eligibility to Earn Accruals. Employees absent while charging donated leave credits pursuant to this Section shall not earn vacation and sick leave, shall not be granted personal leave and shall not be eligible to observe holidays.

Section 18.10c: Medical Documentation. Before absence for personal illness may be charged against donated leave credits, the Employer may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the department or agency, by a physician designated by the Employer. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination, the appointing authority finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against donated leave credits.

Section 18.10d: Donation of Credits. Vacation and personal leave credits may be donated by employees who are subject to this Section and are employed in the same agency or facility as the intended recipient employee, provided, however, the Union may, in individual cases, authorize donations to an employee in another agency. Donations can only be made in full day units (seven or eight hours). Donations shall be given a dollar value based on the hourly rate of the donor. The identity of the donors will be kept in confidence.

Section 18.10e: Limits on Donation of Credits. Such donations shall not cause the donor employee to have fewer than seven (7) days of vacation standing to his/her credit upon making such donation. Employees may not donate vacation credits which would otherwise be forfeited.

Section 18.10f: Employer's Role. The Employer shall maintain the Donor's Fund, but shall not solicit donations. The program is not subject to the Grievance Procedure. The CSEA President shall be notified of all requests for catastrophic leave.

Section 18.10g: Sunset Clause. This program of leave donations shall terminate at the expiration of the term of this Agreement, unless extended through the mutual agreement of the parties. Any employees participating at the termination of the program, shall, nonetheless, be able to continue participating within the limits of donations within the fund donated to an employee on the date of termination of the program.

Section 18.11: Sick Leave Incentive. Employees shall be paid up to two hundred dollars (\$200.00) per year for using "0" sick days. This will be based on non-usage for each six (6) month period. Such periods shall begin on January 1st and July 1st of the calendar year. If the employee uses "0" sick days within the six (6) month period, he/she shall be paid \$100.00 for each such period. Absences for bereavement purposes shall not be considered absences for the purpose of this section.

ARTICLE 19

Personal Leave Days

Section 19.1: An employee will earn one personal leave day for each quarter of the year. The day earned will be credited to the employee's Personal Leave Account on January 1, April 1, July 1, and October 1.

Section 19.2: Accumulation. Employees may accumulate up to four (4) personal leave days. Any personal leave accumulated in excess of four (4) days will be credited to the employee's accumulated sick leave.

Section 19.3: Twenty-four Hour Notice. Twenty-four (24) hours notice and approval of the Sheriff or his/her designee, except in cases of emergency, will be necessary in order to use personal leave. This leave must be taken in no less than one-half (1/2) day units.

Section 19.4: Newly Hired Employees. Newly hired employees shall receive two (2) personal leave days, upon the completion of thirteen (13) full pay periods of satisfactory service. Thereafter, they will be awarded personal leave days subject to Section 19.1 of this Article.

Section 19.5: Pay-in-Lieu of Personal Leave Days. Correction Officers, Emergency Services Communications Specialists and Cook-Manager may receive compensation in-lieu of personal leave days on a daily basis up to a maximum of four [4] days per year at the following rate per day: All employees shall receive their current hourly rate of pay for each day paid, plus an additional ten dollars [\$10.00] per day.

ARTICLE 20

Bereavement Leave

Section 20.1: In the event of death in the immediate family, each employee shall be granted time off with pay for time lost during the regularly scheduled work week. This time shall

not exceed three (3) days per death. The employee may use bereavement leave to attend a Memorial Service if the total does not exceed three (3) days.

The immediate family referred to herein shall consist of mother, father, mother-in-law, father-in-law, spouse, children, sister, brother, grandparents, grandchildren, and any step-relationship of the employee among those listed above, and any relative residing with the employee at the time of death.

Employees will be allowed one (1) day with pay for any other relative which will be deducted from the employee's accumulated sick leave. If an employee uses bereavement leave, it will not be counted against the sick leave incentive program.

ARTICLE 21

Family and Medical Leaves

Section 21.1: Extended Unpaid Leave for One's Own Illness. Where an employee has been on sick leave for his/her own illness and has exhausted all accrued sick leave and vacation credits, the employee may request extended unpaid leave pursuant to the following criteria:

- (1) exhaust all leave credits;
- (2) request a leave and furnish a physician's certificate stating the employee is under medical care and is unable to work;
- (3) request the Department Head to submit a letter urging either the approval or disapproval of the application to the County Operations Committee;
- (4) approval shall not be unreasonably withheld.

Criteria (2) and (3) above must be fulfilled before an employee has been absent on unauthorized leave for more than five (5) consecutive working days, except in extraordinary circumstances.

Such unpaid sick leave will be for the employee only.

An employee is eligible for an unpaid sick leave of absence for up to six (6) months. An extension of another six (6) months is possible if approved by the County Operations Committee.

The Employer shall continue to pay its share of Health Insurance Coverage while the employee is on an unpaid sick leave of absence. The employee will not accumulate sick or vacation leave or other paid leave during this period.

Section 21.2: Maternity Leave for Employees. An employee may use sick leave benefits to cover time lost from duties because of pregnancy as provided in Article 18 of this Agreement. If the employee suffers a pregnancy related disability and has exhausted all accrued sick leave

and vacation credits, she is eligible to apply for unpaid leave pursuant to Section 1 of this Article.

Section 21.3: Extended Family Leave for Child-Rearing Purposes. An employee may apply for an extension of the twelve (12) week leave granted pursuant to the Federal Family and Medical Leave Act (FMLA) for child-rearing purposes. Such extended leave may be granted if employees request the Department Head to submit a letter urging either approval or disapproval of the application to the County Operations Committee.

Employees on extended child-rearing leave according to this section will not accumulate any paid leave credits. The Employer will not pay any health insurance premiums while the employee is on this leave. Employees shall be eligible to participate in the health insurance programs by making arrangements with the Office of the Risk Manager to pay their own premiums.

Section 21.4: Other Family and Medical Leaves. A unit member with at least one year of service is eligible for a leave of absence not to exceed twelve weeks each calendar year for the birth of a son or daughter, and to care for the newborn child; for placement of a child for adoption or foster care; or where the employee is needed to care for a spouse, son, daughter, or parent, if such spouse, son, daughter, or parent has a serious health condition. Where medically necessary, an employee may take leave intermittently (a few days or hours at a time) to care for an immediate family member with a serious health condition. Prompt notice of the necessity of the leave must be provided to the Employer along with any medical documentation which may be requested. An employee will utilize leave credits otherwise available under this Agreement, while on such leave, provided, however, he/she may retain up to ten (10) vacation days. The Employer provides payment of its share of Health Insurance Coverage, not to exceed twelve weeks, for these other specified Family and Medical Leaves.

ARTICLE 22

Educational Leave

Section 22.1: An employee who desires to engage in a course of study intended to increase his/her usefulness to the Employer's service or for any other reason considered beneficial to the service, may upon recommendation of the appointing authority and the approval of the County Operations Committee, be granted a leave of absence without pay for a period not to exceed two years. Upon the expiration of the educational leave, the employee shall be reinstated to the position which he/she occupied at the time the leave was granted.

ARTICLE 23

Prohibition on Leaves

Section 23.1: A leave of absence shall not be granted to an employee to accept outside employment.

ARTICLE 24

Indemnification Insurance

Section 24.1: The County shall indemnify its employees as provided in Local Law 20-1983, as may be from time to time amended.

ARTICLE 25

Military Leave, Jury Duty and Court Appearances

Section 25.1: Employees shall be granted Military Leave according to applicable federal and state law.

Section 25.2: An employee called to jury service, or subpoenaed as a witness in Court in an action to which he/she is not a part, shall be granted a leave of absence in order to fulfill the obligation and shall be paid the regular rate of pay for time lost because of such service. Where an employee is assigned to the second shift, as defined in Article 11, Section 8, of this Agreement, he/she shall be excused from and granted leave the first four (4) hours of work of his/her regular scheduled shift on the day where he/she has been called for jury duty. An employee assigned to the third shift shall be excused and granted leave for the last four (4) hours of his/her regularly scheduled shift on a day summoned for jury service.

If an employee assigned to the second or third shift is selected to serve as a trial juror, such employee shall be excused from work and granted paid leave to prevent loss of pay for each day assigned to such trial.

Employees must give prompt notification to the Employer upon learning of their obligations in order to qualify for this benefit.

ARTICLE 26

Civil Service Examinations

Section 26.1: Employees shall be allowed time off without loss of pay to take County Civil Service examinations for positions in the Sheriff's Department. The Employer will pay any examination fee on behalf of a unit member participating in a departmental or interdepartmental promotion examination. No such fee shall be payable for participation in any open-competitive examination.

ARTICLE 27

Insurance

Section 27.1: The Health Insurance Plan. The Employer shall provide a Health Insurance Plan which shall be the only plan available. Effective April 1, 1999, the employee desiring family coverage will pay \$15 per pay period and employees desiring single coverage

will pay \$11 per pay period towards the cost of the plan. Effective January 1, 2004, the employee desiring family coverage will pay \$17.25 per pay period and employees desiring single coverage will pay \$12.75 per pay period towards the cost of the plan. Effective January 1, 2005, the employee desiring family coverage will pay \$20.00 per pay period and employees desiring single coverage will pay \$14.50 per pay period towards the cost of the plan. Effective January 1, 2006, the employee desiring family coverage will pay \$23.00 per pay period and employees desiring single coverage will pay \$16.75 per pay period towards the cost of the plan. Effective January 1, 2007, the employee desiring family coverage will pay \$25.00 per pay period and employees desiring single coverage will pay \$20.00 per pay period towards the cost of the plan.

New employees must wait until the first of the month following ninety (90) days from the date of hire. An employee or his/her spouse shall not be eligible for double health insurance coverage under the County's plan. If both husband and wife are employed by the County, then they shall be eligible for only one (1) coverage policy.

Section 27.2. Health Insurance Buyout. Employees who wish to opt out of the plan must do so no later than the open period. The present plan provides for an open period between the 1st and 25th days of December and requires employees to give notice and waiver to the Risk Management Department before or during such period.

The notice must be submitted on the "Health Insurance Waiver", a copy of which is included as Appendix B of this agreement.

In return for opting out, the employee shall receive payment following each six (6) months as a non-participant from the date the employee would have otherwise been eligible for coverage in the County Health Insurance Plan.

		<u><i>Single</i></u>	<u><i>Family</i></u>
Following			
1st payment	July 1	\$375	\$750
Following			
2nd payment	January 1	\$375	\$750

To be entitled to the payment referenced above, the employee must produce proof of health insurance coverage from another source at the time of application.

A new hire who produces proof of health insurance coverage and files a health insurance waiver form shall be eligible for a payment as provided above for each six (6) months following October 1 and April 1 as a non-participant. An existing employee who is not participating in the health insurance plan or the buyout shall be entitled to participate in the health insurance plan or the buyout by submitting a membership application or the health insurance waiver form during the open period.

Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this agreement. Where an employee has waived participation in the County Health Insurance

Plan and health insurance coverage from another source becomes unavailable because of the death of a spouse, divorce, layoff, plant closing, or other such reason beyond the employee's control, the employee and his/her dependents will be eligible to be reinstated in the County Health Insurance Plan. Written notice must be provided to the Risk Management Department by the employee within thirty (30) days of the event which qualifies such employee for re-entry into the plan. Thereafter, re-entry into the Employer's plan shall be accomplished as soon as possible.

Section 27.3: Health Insurance Upon Retirement. Effective July 1, 1977, the Employer shall continue to pay individual and family coverage for the employee with ten years of seniority upon his /her retirement under the New York State Retirement System until such employee dies. This coverage shall be subject to the Agreement applicable at the time of retirement. Employees hired after March 9, 1977, shall be required to possess 15 years of seniority to qualify for this benefit. Employees hired after November 9, 1995, shall be required to possess 20 years of seniority to qualify for this benefit. The employee's contribution rate during retirement will be the amount shown in the Agreement, as in effect for the year in which retirement occurs. When a retiree has reached sixty-five (65) years of age, and is eligible for Medicare, he/she is obligated to apply for Medicare Parts A & B. The cost of the Medicare Part B premium, shall be borne by the retiree. The Cattaraugus County Health Care Plan will become secondary to Medicare coverage.

Section 27.4: Dental Insurance. The Employer will provide dental insurance under Group Health, Inc. This 100% basic coverage will be applicable for employees only and will be known as "Spectrum 2000, 100% Basic-No Prosthetics". The premium for this coverage will be paid by the Employer.

Section 27.5: Health Care Cost Containment and the Health Insurance Committee. The parties acknowledge their firm mutual commitment to long range goals of health care cost containment. To this end, the parties agree that a Health Insurance Committee shall be continued, and shall be made up of six members appointed by the County Legislature, five members appointed by CSEA's Unit Presidents on behalf of its four County Bargaining Units, and one member who is also the President of the Sheriff's Association Supervisory Union. This committee will be charged with the following:

- (1) reviewing the current Health Insurance Plan for any possible savings in premiums;
- (2) investigating alternative coverage and/or carriers for possible savings;
- (3) reviewing and investigating the concept of self-insurance for the County. These investigations shall include, but are not limited to funding, reserves, benefits, administrative providers, managed care, et cetera.

ARTICLE 28

Retirement

Section 28.1: The Employer shall provide the "Improved 25 - Year Career Plan," Section 75(i) of the New York State Retirement System along with the "Accumulated Sick Leave Rider," Section 41(j), the \$20,000 Death Benefit Rider, Section 60(b), and the corresponding Social Security Benefits.

Section 28.2: The Employer will provide at the option of the employee, if eligible, Sections 89-p and 603 (1) of the New York State Retirement and Social Security Law. The County agrees to contact the New York State Retirement System to obtain a cost estimate, of a 1/60th benefit. Upon receipt of the estimate, the parties agree to meet and discuss the issue

Section 28.3: If the retirement system is amended to allow veterans buy back options, the County agrees to allow those eligible to purchase said benefits.

Section 28.4: Reopener. If New York State legislation provides for an enhanced twenty-five (25) year retirement option plan for Emergency Services Communications Specialists, the County shall provide it at no additional cost to the County.

In the event that New York State adopts legislation to provide for a twenty [20] year retirement plan for Correction Officers, the County agrees to negotiate this issue within thirty [30] days after being signed into law.

ARTICLE 29

Workers' Compensation

Section 29.1: The Employer shall continue to provide Worker's Compensation Insurance for all personnel. An employee injured while on duty is herewith required to file an accident report with his Department Head within three (3) days. Proper forms are available in the offices of the heads of departments.

All employees, while under Worker's Compensation benefits, may elect to take sick, vacation, holiday and/or personal leave up to the amount accumulated in lieu of any compensation benefits due them.

When the Employer is reimbursed by the Workers' Compensation insurance carrier for remunerating employees for that portion of the leave credits utilized while injured or ill, the employee will have their leave credits restored from the source from which utilized, such as sick, vacation, personal and/or holiday. This credit for sick, vacation, personal and/or holiday leave will be computed to the nearest day by dividing the reimbursement from the Workers' Compensation Insurance carrier by the employee's daily rate of compensation.

Section 29.2: If an employee is hurt while on the job, he/she shall be allowed to go to his doctor and/or hospital for treatment without loss of pay or leave of absence such as sick time for the day injured.

ARTICLE 30

Salary Rules

Section 30.1. Increments. Salary increments are not mandatory. Each employee shall be entitled to one meritorious increment per year up to a maximum for the position, provided that the increment is recommended by the Department Head.

Employees appointed either originally or through promotion prior to July 1, shall be eligible to receive a meritorious increment on January 1. Employees appointed after July 1, and prior to January 1, will be eligible to receive a meritorious increment July 1.

An employee who is not awarded a meritorious increment on the date eligible, will be eligible to be recommended six months after he/she has been denied the increment, if his/her work performance has improved sufficiently to warrant recommendation.

No employee shall receive more than one (1) meritorious increment in any twelvemonth period.

Employees reinstated, transferred or appointed to a full-time position on or after January 1, 2004, shall only be eligible to go to step "D" of the salary schedule. Employees reinstated, transferred, or appointed on or after January 1, 2004, who have reached the "D" step of the salary schedule and are assigned to a special assignment as provided for in Article 34.10c, shall be eligible to receive the "E" step of the salary schedule.

Section 30.2: Promotion. When an employee receives a promotion, he/she shall automatically receive the minimum salary for the class to which he/she has been promoted. However, if the minimum salary is the same as, or less than, the salary he/she received prior to his/her promotion, he/she shall receive a salary which shall be that of the next higher step in the new range.

Section 30.3: Salary Review. Employees who wish to appeal the assignment of their salary to a specific salary grade shall notify the Union and any adjustment in salary grade shall be subject to mutual agreement between the Union and the Employer.

Section 30.4: Employee Evaluation. The Employer shall have the right to compile and keep an employee evaluation form. This form will be completed at the end of the employee's fifth week and fifth month of probation and thereafter on an annual basis or before increments are recommended. There will be a final evaluation upon termination.

Each employee will be given an opportunity to attach written comments to his/her evaluation. Each evaluation form must be signed by the employee before the final review by the

Department Head. This signature indicates only that the employee has been given an opportunity to comment on its contents.

This employee evaluation may be appealed through the Grievance Procedure.

ARTICLE 31

Overtime

Section 31.1: Distribution. Overtime shall be distributed equally to all employees by location, function and other reasonable limitations established by the Employer.

If an employee in line for overtime refused to work that overtime, then such refusal will be counted as his/her turn at overtime in the rotation of employees. Employees may elect to sign a form stipulating that they waive their right to voluntary overtime. This stipulation may be withdrawn by the employee by giving the Sheriff sixty (60) working days notice, in writing.

Section 31.1a: Procedure and Mandatory Overtime. The following procedure will be used to fill overtime when overtime is available. Nothing contained within these procedures limits the Employer's option to use part-time employees at the straight time rate to fill vacancies that may occur on any shift.

An overtime list has been established in the jail according to seniority. Each time a new full-time Correction Officer is hired, his/her name is added to the bottom of the list. When there is a need to fill any opening in the jail with a full-time Correction Officer, the calls to the Correction Officers are made from the overtime log book listing, starting with the first name on the list and continuing down the list until someone on that list accepts the overtime. If the name to be called is already working, not able to be reached by phone, or is on a scheduled leave day, the Correction Officer's name will remain where it is on the list. If the Correction Officer has been contacted and refuses the overtime, his/her name will go to the bottom of the list.

After attempts have been made to contact all Correction Officers that are eligible for overtime from the overtime log book, the supervisor will attempt to contact part-time Correction Officers to see if any of them are available to work. If there are no part-time Correction Officers available to work, the supervisor will mandate the most junior full-time Correction Officer that is presently working, that has not been mandated. A listing will be kept in the back of the overtime logbook of the Correction Officers that have been mandated to work overtime. This documentation will include the officer's name, date mandated, and the shift that the officer was mandated to work. This listing, unlike the regular overtime list, starts with the least present mandated Correction Officer on duty and rotates on up through the most recent mandated officer. This method will attempt to ensure that each officer takes his/her turn at being mandated. The mandate list does not start over.

At any time, employees may elect to sign a form stipulating that they waive their right to voluntary overtime, however, this does not preclude them from being mandated for overtime."

Section 31.2: Curtailment. The Employer shall not curtail the regular shift or regular work week of an employee to prevent paying overtime unless the individual employee and the Employer mutually agree.

Section 31.3: Rate. All hours worked over eight (8) in a day or forty (40) hours per week shall be paid at a rate of time and one-half (1 1/2) for all employees.

The overtime rate shall be computed on the average hourly rate for the day worked on which overtime is earned.

All contractual leave benefits shall count as time worked in the computation of overtime.

Section 31.4a: Compensatory Time. The County shall allow each employee to accrue up to eighty (80) hours of compensatory time. Compensatory time shall be taken off upon mutual agreement of the employee and the Department Head.

Employees shall be allowed to cash in compensatory time when the maximum is reached. All unused compensatory time standing to the credit of the employee on December 31st of any year shall be paid to the employee on the second pay day of January.

Section 31.5b: Upon death, retirement, or other type of separation from service, an employee or his/her estate shall be paid for all unused compensatory time at the appropriate rate of pay.

ARTICLE 32

Clothing Allowance

Section 32.1: Uniform Standards and Allowances. The Sheriff shall prescribe the specification to include style, design, content, and quality of all uniforms, equipment, and accessories, by function, for all uniformed personnel. New hires in uniformed positions shall purchase their initial issue, as specified in the Department Standard Operating Procedure, through payroll deductions at \$20 biweekly for correctional, administrative support and dispatching staff.

Personnel shall maintain uniforms, including shoes, in accordance with standards established by the Sheriff, for which each uniformed Correction Officer and Emergency Services Communications Specialist shall receive an annual payment in the amounts indicated, whether or not assigned plain clothes duties. Such payments shall be made each year during the month of January. If the Employer thereafter requires office/ administrative support employees to wear uniforms, such employees shall receive a clothing allowance equal to that of uniformed public safety dispatching employees.

Employees hired after 5/13/94 must be on the payroll for not less than six (6) months nor more than one (1) year prior to the first (1st) of January to be eligible for payment of clothing allowance. Part-time employees, upon being appointed to full-time positions, shall be eligible for

uniform allowance pursuant to this Article, and shall purchase pursuant to this Article their initial issue with the exception of that issued by the Sheriff prior to full-time appointment.

<u>Effective</u>	<u>1/1/03</u>	<u>1/1/04</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
Correction Officers	\$350.00	\$400.00	\$450.00	\$500.00	\$550.00
Emergency Services Communications Specialists	245.00	300.00	350.00	400.00	450.00
Registered Nurses		200.00	200.00	200.00	200.00

The Sheriff shall continue the dry cleaning of uniforms pursuant to Act No. 43-94 as has been the practice and all subsequent acts updating payments for cleaning. It is recognized that the Sheriff is not responsible for alterations to uniforms under this Article and that such alterations are maintenance as found in paragraph two (2) of this Article.

The clothing allowance payments will be taxed in accordance with the applicable IRS Rules and Regulations.

Section 32.1a: The County agrees that each Staff Nurse required to wear a uniform shall receive \$75.00 per year, effective July 1, 1999 and \$100.00 per year, effective July 1, 2001, to be paid in the first payroll period after July 1st of each year. Staff Nurses shall not be entitled to payment until completion of their probationary period. The Uniform Policies may be changed or modified upon the request of either party, subject to mutual agreement.

Section 32.2: Quartermaster Plan. The Sheriff shall provide uniforms, including shoes, for all employees for whom the Sheriff requires to wear such, whom are hired on or after December 31, 2002 at no cost to the employee. The Sheriff shall continue to prescribe the specifications to include style, design, content, quantity and quality of uniforms, equipment and accessories, by function, for all uniformed personnel, including staff nurses. Each uniformed employee shall receive an initial uniform issue, as specified in the SOP's. Replacement of worn uniforms or uniforms destroyed as a result of an employee engaged in the performance of their duties shall be accomplished by turning in their article of clothing to the Sheriff's designee. The final decision to replace an article of clothing shall be at the discretion of the Sheriff or his designee.

Uniformed personnel hired on or after December 31, 2002 shall not be eligible for the uniform allowance provided for in Section 32.1 of this agreement.

Employees hired on or before December 31, 2002 shall be eligible to participate in this plan by forgoing their right to the uniform allowance provided for in Article 32, Section 32.1 of this agreement. Once this option is selected, there shall be no right to again select the uniform allowance unless otherwise provided for in a successor agreement. Once an employee is in receipt of their annual uniform allowance provided for in Section 1 of this Article, they are then not eligible to participate in the Section until the following January.

Employees participating in this Section of the Agreement (Sheriff providing uniforms not otherwise eligible to receive the clothing allowance provided for in Section 32.1), who are assigned plain clothes duties, shall receive an additional annual payment in the amount of two hundred fifty dollars (\$250) in equal amounts during the months of January and July (i.e. one hundred twenty-five dollars (\$125) per payment). In order to qualify for this payment, the employee must be assigned to plain clothes duty at the time of payment and must have been so assigned continuously to plain clothes duty during the three (3) months prior to any payment.

ARTICLE 33

Reserved

ARTICLE 34

Compensation

Section 34.1a: Salary Plan. Employees covered by this agreement shall be paid pursuant to the Salary Plans attached as an "Appendix" hereto.

Section 34.1b: Wages. All non-Correction Officers covered under this agreement will have their wages and salaries increased as follows:

- 2003 Effective January 1, 2003, a 3% increase in the rate in effect on December 31, 2002, plus increment if due
- 2004 Effective January 1, 2004, a \$.70 per hour increase in the rates in effect on December 31, 2003, plus increment if due
- 2005 Effective January 1, 2005, a 3.75% increase in the rates in effect on December 31, 2004, plus increment if due
- 2006 Effective January 1, 2006, a \$.70 per hour increase in the rates in effect on December 31, 2005
- 2007 Effective January 1, 2007. A 3.5% increase in the rates in effect on December 31, 2006

All Correction Officers covered under this agreement will have their wages and salaries increased as follows:

- 2003 Effective January 1, 2003, a 3% increase in the rates in effect on December 31, 2002, plus increment if due
- 2004 Effective January 1, 2004, a \$.70 per hour increase in the rates in effect on December 31, 2003, plus increment if due
- 2005 Effective January 1, 2005, a 3% increase in the rates in effect on

December 31, 2004, plus increment if due

2006 Effective January 1, 2006, a \$.50 per hour increase in the rates in effect on December 31, 2005

2007 Effective January 1, 2007, a 3% increase in the rates in effect on December 31, 2006

Section 34.2: Recall. Any employee recalled to work shall be guaranteed four (4) hours minimum pay with time and one-half (1 1/2) after eight (8) hours per day or forty (40) hours per week. Court time and time spent when an off-duty employee is required to report to a staff meeting called by the Sheriff shall be compensated at a minimum of two (2) hours pay.

Section 34.3: Shift Differential.

Effective January 1, 2004, a shift differential of \$.51 per hour or a salary equivalent shall be granted for the second shift and \$.56 per hour or a salary equivalent shall be granted for the third shift.

Effective January 1, 2006, a shift differential of \$.56 per hour or a salary equivalent shall be granted for the second shift and \$.61 per hour or a salary equivalent shall be granted for the third shift.

For the purposes of this Section, the second shift is described as when the majority of the regular working hours are after 4:00 p.m. and before 12:00 p.m., and the third shift is described as when the majority of the regular working hours are after 12:00 p.m. and before 8:00 a.m.

Section 34.4: Mileage Reimbursement. The mileage rate utilized for reimbursement of necessary business travel will be the rate established by the Federal Internal Revenue Service.

Section 34.5: Longevity Increments. The County agrees to pay longevity increments as follows:

Effective January 1, 2004

Upon completion of 10 years of service	\$ 200.00
Upon completion of 15 years of service	400.00
Upon completion of 20 years of service	600.00
Upon completion of 25 years of service	800.00
Upon completion of 30 years of service	1,000.00

Effective January 1, 2006

Upon completion of 10 years of service	\$ 250.00
Upon completion of 15 years of service	500.00
Upon completion of 20 years of service	750.00

Upon completion of 25 years of service	1,000.00
Upon completion of 30 years of service	1,250.00

Current employees with years of service between the years stated above, shall be placed on the longevity step immediately below their accrual years of service, i.e. 11 years [10 year increment], 23 years [20 year increment].

Section 34.6: Work in Higher Classification. If an employee temporarily performs work in a different classification, which is allocated to a grade higher than his/her own for three or more consecutive days, the employee shall be paid at a higher rate as provided in the grade of the different classification.

Section 34.7: Rate of Pay. The rate of pay prescribed shall be deemed to include pay in every form but shall not include pay for the use of equipment supplied by the employee, or reimbursement for actual and necessary expenses authorized and incurred incidental to the employment.

Section 34.8: Educational Allowance. Any employee who has a degree in criminology, criminal justice, police science, corrections, or pre-law shall be awarded an annual allowance as follows:

Associate's Degree	\$175
Bachelor's Degree	\$280

This payment will be included with the second payroll check in July.

Section 34.9: Meals. All out-of-county business expenses which are required, shall be reimbursed at the actual, reasonable cost, as documented by a receipt.

Section 34.10: Correction Officer-Special Assignments.

Section 34.10a: If a Correction Officer is given a special assignment as defined in paragraph b) of this Section, then he/she shall be advanced one step in Grade 23 for the duration of the assignment. If the Correction Officer is reassigned from a special assignment as defined herein, then he/she shall return to the salary step he/she would have achieved, but for the special assignment. Only a Correction Officer assigned to a special assignment as defined in this Section is eligible to be compensated at Step G of the salary grade.

Section 34.10b: Definitions. For the purposes of this Section, special assignments include only continuing primary job assignments as a Field Training Officer, Sheriff's Academy Program Coordinator, or Public Information Officer.

Section 34.10c: Qualifications for Special Assignments. Qualifications for special assignments shall be determined by the Sheriff. Where the Sheriff assigns a qualified Correction Officer to primary responsibilities as the Sheriff's Academy Program Coordinator, Public

Information Officer or Field Training Officer for only actual hours worked in the field as a FTO, the Correction Officer shall be advanced one step in Grade 23 for the duration of the assignment.

Section 34.11: Employee Assistance Program. Effective July 1, 1999, the County will provide, at no cost to the employee, an Employee Assistance Program. Employee Services, Inc. will be the administrator of such Plan. The Plan will be the Basic Plan A. The Plan provides covered employees, immediate family members, and any other person residing in the same household, three (3) counseling sessions with an Employee Services network counselor for each unrelated family problem per agreement year. To access program services, covered clients must contact an Employee Services case manager by calling the published toll-free telephone number. Covered clients that require a referral to the Employee Services counselor network are provided two (2) initial counseling sessions to perform a clinical diagnostic evaluation, development of a treatment plan and referral to another provider if a specific clinical discipline is required. A third counseling session will be granted without restriction at the request of the Employee Services network counselor or covered client.

Section 34.12: Hearing Tests. All full-time Correction Officers and Emergency Services Communications Specialists will be provided an annual hearing test on a voluntary basis.

Section 34.13: Deferred Compensation. The County Legislature in conjunction with CSEA Local 805, has established a tax shelter annuity plan pursuant to the Internal Revenue Code Sections 457[g]. The plan offers both a Group Fixed Retirement Contract and a Group Flexible Fund Retirement Contract as an investment option to County employees. Contributions to the plan are made by payroll deduction within the amounts dictated by the contract.”

ARTICLE 35

Discipline

Section 35.1: Exclusive Procedure. Discipline shall be imposed upon all members of the bargaining unit who have completed their probationary period only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedures and remedies prescribed by sections of the Civil Service Law.

Section 35.2: Disciplinary Procedure. Discipline shall be imposed only for just cause. Where the appointing authority or his/her designee seeks the imposition of discipline, notice of such discipline shall be made in writing and served, in person or by registered or certified mail, upon the employee with a copy to the CSEA Field Representative. The conduct for which discipline is being imposed and the penalty shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct including reference to dates, times, and places.

Section 35.3: Suspension Without Pay. The appointing authority or his/her designee may suspend an employee without pay for a maximum of sixty (60) calendar days. Such determination shall be reviewable by an arbitrator. A notice of discipline shall be served no later than five calendar days following any such suspension.

Section 35.4: Employee Rights to Representation. An employee shall have the right to be represented by CSEA in disciplinary matters, including at the questioning of an employee where it appears that such employee is a likely or potential subject of disciplinary action. If the employee is unable to obtain representation within a reasonable period of time, the Employer has the right to then question the employee without Union representation. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

Section 35.5: Grievance and Arbitration. An employee may appeal the imposition of a penalty provided by a notice of discipline within ten calendar days of the receipt of the notice by resorting to the grievance procedure provided in Article 36 of step 2 of this collective bargaining agreement. If a grievance progresses to arbitration, the arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension shall be final and binding upon the parties. The arbitrator may sustain, overturn, or modify a penalty or take any other appropriate action warranted under the circumstances including, but not limited to, ordering reinstatement and back pay for all or part of a period of suspension.

Section 35.6: Settlements. A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee has the right to have a Union representative present when an offer of settlement is made by management.

Section 35.7: Limitation. An employee shall not be disciplined for events, except for those that would constitute a crime, which occurred more than 18 months prior to a notice of discipline. However, an employee's past record may be considered by the arbitrator in determining the penalty, if any, to be imposed.

ARTICLE 36

Grievance Procedure

DECLARATION OF BASIC PRINCIPLES: Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the Grievance procedure. If an employee and/or the Union submits a grievance pursuant to this Agreement, neither the employee nor the Union can simultaneously or thereafter make the occurrence which has been grieved the subject of a proceeding before any other administrative, judicial or legislative tribunal. An occurrence which is or has been the subject of a proceeding before any administrative, judicial or legislative tribunal cannot be grieved.

Section 36.1: Definitions. As herein used, the following terms shall have the following meanings:

- A.) **"Employee"** shall mean any member of the Bargaining Unit.
- B.) **"Grievance"** shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of this Agreement, existing laws, rules, procedures, regulations, administrative orders or work rules of the Employer.
- C.) **"Sheriff"** shall mean the Sheriff of Cattaraugus County or such employee or officer as he/she may designate and authorize to settle grievances.
- D.) **"Decision"** shall mean the ruling, determination, advisory opinion, or report of disposition made by the Sheriff, a County Hearing Officer or Arbitrator after a grievance is heard or submitted as in this Article provided.
- E.) **"Days"** shall mean all days other than Saturdays, Sundays, and Holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Article. Pass days shall not be excluded.

Section 36.2: Grievance Steps

Step 1: Sheriff. If the Union has a grievance, it shall be presented to the Sheriff, in writing, within thirty (30) calendar days after the occurrence of the event or matter which resulted in the grievance. The Sheriff shall then answer the grievance in writing within fifteen (15) working days.

Step 2: Human Resources Director. If the Grievant is still dissatisfied after the Step 1 answer is issued, then the Union or the Grievant may appeal the Sheriff's Decision by filing the grievance with the County Human Resources Director, within ten (10) days of the day on which the Union received the Sheriff's 1st Step Answer. The Human Resources Director or a Hearing Officer designated by him/her, shall schedule a hearing, or hold a conference to determine the facts and arguments, within ten (10) days of the receipt of a request for a Step 2 review. The Hearing Officer shall then render a written Decision within fifteen (15) working days. If the Union and the Employer mutually agree, a second step hearing may be waived in a disciplinary grievance, and the Union may then proceed directly to Arbitration, pursuant to Step 3 of this Section.

Step 3: Arbitration. Following the issuance of the Step 2 Decision, the Union may choose to further pursue the issue to arbitration. If the Union decides to file for arbitration, it must do so not less than twenty (20) days after the second step Decision is issued. If the parties are unable to mutually agree on the selection of an arbitrator within three (3) days of the demand for arbitration, then the Union shall request from the Federal Mediation and Conciliation Agency, a listings of seven (7) names to be submitted to both parties to the dispute. The parties shall select an arbitrator to hear a case by alternately striking the names from the panel until one name remains. The remaining arbitrator shall be the arbitrator in the dispute. Each party to the dispute shall be allowed to request a second list, should the initial list be unsatisfactory to either party.

Section 36.3a: Additional Provisions. All cost and expenses incurred by the arbitrator will be borne equally by the two parties. The fees and expenses of the arbitrator and the costs of the hearing rooms shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other party.

Section 36.3b: No Arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings, except by mutual agreement of the parties.

Section 36.3c: The Arbitrator shall have no power to amend, modify, or delete any provisions of this Agreement.

Section 36.3d: Employees required to testify, grievant(s), and grievance representatives will be allowed to attend said hearings with no loss in pay.

Section 36.3e: The decision of the Arbitrator shall be final.

Waivers or Extension of Time

The time limitation for the presentation and resolution of grievances as hereinabove fixed may be waived or extended by mutual agreement of the parties involved. If the parties have not agreed to an extension of the time limits for the resolution of a particular grievance, and the Employer exceeds the time limits set out in this Article, then the Union's Labor Relations Specialist, or Attorney, may move the grievance to the next step of the procedure by giving the Human Resources Director, Unit President, and Grievant written notice of such.

ARTICLE 37

Political Activity

Section 37.1: Employees are permitted to actively campaign for candidates for public office and to participate in political clubs and organizations, so long as such employees otherwise adhere to department rules and regulations.

Section 37.2: A Bargaining Unit Member who becomes a candidate for nomination or election for any public office, in violation of the Hatch Act (5 USC Sections 1500 et seq), shall be deemed to have resigned their employment.

Section 37.3: A Bargaining Unit Member who becomes a candidate for nomination or election to the Office of Sheriff shall be deemed to have resigned their employment. This Section shall have no application if there is no elected incumbent Sheriff.

ARTICLE 38

No Strike Clause

Section 38.1: The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slow down, or demonstration, interfering with the departmental operations, or to impose an obligation upon its members to conduct, or to participate in, such a strike.

ARTICLE 39

Savings Clause

Section 39.1: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by Law from the area of collective negotiations.

Section 39.2: This Agreement constitutes the entire Agreement between the parties and no verbal statement or other agreement in whatever form except as an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions contained herein.

Section 39.3: If any Article or Section of this Agreement is found to be inoperative by a court of competent jurisdiction or a federal or state law, the remaining Articles and Sections shall remain in full force. The parties further agree to meet within 30 days to renegotiate the negated clause.

ARTICLE 40

Personal Property Policy

Section 40.1: The Employer shall be responsible for the replacement or payment of personal property which is destroyed as a result of carrying out his or her responsibilities while on the job, up to one hundred dollars [\$100] per incident and two hundred fifty [\$250] maximum annually per employee. Destroyed property must be reported to the supervisor on duty during the shift on which the incident occurred.

ARTICLE 41

Safety and Health

Section 41.1. The employee remains committed to providing and maintaining safe working conditions, and to initiating and maintaining operating practices that will safeguard employees, in an effort to eliminate the potential of on-the-job injury/illness and resulting workers' compensation claims.

The County, the Sheriff and CSEA will cooperate in the identification of safety hazards, will work mutually towards their elimination or control and strive to insure compliance with

safety guidelines and policies established in the interest of providing a safe and healthful workplace.

ARTICLE 42
Term of Agreement

This Agreement shall become effective January 1, 2003, and shall continue in full force until midnight, December 31, 2007.

ADDENDUM A

Regular Part-time Employees

Section Addendum A.1: Part-time employees are excluded from the bargaining unit unless such an employee has acquired status as a "Regular Part Time employee" as defined below:

Section Addendum A.2: A "Regular Part Time Employee" is a permanent part-time employee who has either:

- 1.) Been appointed to their position from a Civil Service eligible list; or
- 2.) Has two (2) years of continuous part-time employment in the Department; or
- 3.) Has worked in excess of 1040 hours in any calendar year.
- 4.) For the purposes of this Addendum, an employee's continuous service is not interrupted by resignation or layoff, provided the employee has been reappointed or reinstated to a position in the Department within one year of such resignation or layoff.

Section Addendum A.3: A "Regular Part Time Employee" is covered only by the following provisions of the collective bargaining agreement:

ARTICLE

SECTIONS

Article 1	Preamble	All
Article 2	Recognition	All
Article 3	Deductions	All
Article 4	Management Rights	All
Article 5	Union Rights	All
Article 6	Bulletin Boards	All
Article 7	Labor-Management Meeting	All
Article 8	Equipment Inspections	All
Article 9	Probationary Employees	Section 1
Article 11	Attendance Rules	All
Article 13	Layoff and Recall	All
Article 24	Indemnification Insurance	All
Article 25	Military Leave, Jury Duty, Court Appear.	All
Article 28	Retirement	If Employee chooses
Article 29	Workers' Compensation	All
Article 34	Compensation	Section 3
Article 35	Discipline	All
Article 36	Grievance Procedure	Section 36.2, Step 1 and Step 2
Article 37	Political Activity	All

Article 38	No Strike Clause	All
Article 39	Savings Clause	All
Article 42	Term of Agreement	All

Section Addendum A.4: The following special provisions apply to Regular Part Time employees:

1. Seniority is the length of continuous permanent service in the bargaining unit.
2. Retirement System if employee desires.

ADDENDUM B

**MEMORANDUM OF AGREEMENT
BETWEEN THE
THE COUNTY OF CATTARAUGUS
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
FOR A
PHYSICAL FITNESS PROGRAM**

SHERIFFS DEPARTMENT EMPLOYEES UNIT

WHEREAS, the Office of Sheriff of Cattaraugus County is desirous of establishing an incentive program that rewards and Sheriff's Corrections Officers for maintaining certain recognized standards of physical agility, and;

WHEREAS, the CSEA Sheriff's Department Unit represents full-time employees of the Cattaraugus County Sheriff's Office, and;

WHEREAS, the incentive program would consist of an additional stipend above the base salary level in the amount of \$25.00 per month, payable in either a monthly sum or bi-weekly, and;

WHEREAS, to qualify for the additional stipend Sheriff's Corrections Officers must satisfactorily complete the Physical Test Battery (Attachment A), Cattaraugus County Physical Agility Test Battery, that is adjusted for gender and age;

WHEREAS, the Physical Agility Test Battery would be held semi-annually in May and October, to be administered by the Cattaraugus County Sheriff's Academy, and;

WHEREAS, employees who satisfactorily complete the Test Battery would be eligible for the incentive for the next six (6) months, concluding with the date of the next Test Battery, and;

WHEREAS, the Test Battery shall be voluntary, offered to employees on their own time, at two (2) times on the same day, to accommodate different shift schedules, and;

WHEREAS, an individual's results shall be available to that employee within forty-eight (48) hours of the testing times, and;

WHEREAS, all testing procedures and scores shall be the sole responsibility of the Cattaraugus County Sheriff's Academy, and;

WHEREAS, the first Physical Agility Test Battery would be available in May of 2000, contingent upon budgetary approval by the Cattaraugus County Legislature,

NOW THEREFORE, it is agreed by the CSEA Sheriff's Department Unit and the Cattaraugus County Office of the Sheriff that this voluntary incentive program shall become a part of said employment contract to be effective January 1, 2000.

Sheriff, Cattaraugus County

Chief Negotiator, CSEA

Date

Unit President

ATTACHMENT A

ATTACHMENT A CATTARAUGUS COUNTY PHYSICAL AGILITY TEST BATTERY

NAME: _____ S S#: _____

AGE: _____ DOB: _____ TEST DATE: _____

SIT-UP The passing score indicated is the number of bent-leg sits performed in one minute.

FLEX The passing score indicated is inches reached by stretching to toes and beyond from a sitting position, with the toes being at 15 inches.

PUSH-UP The passing score indicated is the number of push-up performed in 1 minute.

1.5 MILE RUN The passing score indicated is calculated in minutes:seconds.

AGE/SEX

MALE	SIT-UP	FLEX	PUSH-UP	1.5 MILE RUN
20-29	38 ()	16.5 ()	29 ()	12:51 ()
30-39	35 ()	15.5 ()	24 ()	13:36 ()
40-49	29 ()	14.3 ()	18 ()	14:29 ()
50-59	24 ()	13.3 ()	13 ()	15:26 ()
60+	19 ()	12.5 ()	10 ()	16:43 ()

FEMALE	SIT-UP	FLEX	PUSH-UP	1.5 MILE RUN
20-29	32 ()	19.3 ()	15 ()	15:26 ()
30-39	25 ()	18.3 ()	11 ()	15:57 ()
40-49	20 ()	17.3 ()	9 ()	16:58 ()
50-59	14 ()	16.8 ()	9 ()	17:54 ()
60+	6 ()	15.5 ()	9 ()	18:44 ()

GENERAL: Individual test scores that exceed the required figure may be used, as a percentage, towards fulfilling the score of a different test or tests.

example: if the Sit-Ups test exceeded its goal by 20% and the Push-Up test accomplished only 80% of its goal, the extra 20% from Sit-Ups could be applied for a passing score in the Push-Ups test.

PASSED / NOT PASSED (circle one)

Evaluator's Signature: _____ Date: _____

ADDENDUM C

Drug Testing Policy

Section 1. Statement of Policy

The County shall promulgate a policy on the misuse of prohibited drugs for all employees of the Sheriff's Department and shall provide a copy of the policy and procedures to each employee and the Union. The term "prohibited drugs" means marijuana, opiates, cocaine, amphetamines and phencyclidine. Clerical employees will only be tested for reasonable suspicion.

Section 2. Drug Policy Information

The County shall provide detailed educational material to each covered employee which explains the requirements. At a minimum, the material shall include detailed information including, but not limited to:

- a) conduct that is prohibited by the policy;
- b) circumstances under which an employee will be tested;
- c) the requirement that an employee submit to controlled drug tests;
- d) an explanation of what constitutes a refusal to submit to a controlled drug test and the attendant consequences;
- e) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment;
- f) the procedure to test for the presence of prohibited drugs;
- g) the procedure to protect the employee and the integrity and validity of the test;
- h) the effects of the misuse of prohibited drugs;
- i) the person designated by the County to be contacted for questions and/or additional information, and
- j) mandatory in-service training as to the policy.

Section 3. Preconditions to Drug Testing

- a) The County will select the MRO.
- b) Random drug testing shall be performed only as noted herein.
- c) The following drug testing methodology shall be used for any drug test performed on an employee.

1. "Initial Test" - the initial test shall use an immunoassay (EMIT) test as a screening test to rule out the presence of a controlled substance or its metabolite. Those samples which test positive shall be subject to confirmatory testing as described below.

2. "Confirmatory Testing" - all specimens identified as positive on the initial test shall be confirmed using a gas chromatography/ mass spec-

trometry ("GC /MS") technique. Testing shall be conducted by a laboratory with a National Institute on Drug Abuse ("NIDA") certification. All confirmed test results shall be referred to a medical review officer ("MRO"), described below. If at any time there exists a test with a higher rate of reliability than the GC/MS test, as determined by the U.S. Department of Health and Human Services ("HHS"), such test shall be used in place of the GC/MS test if requested by the Sheriff.

3. "Cutoff Levels" - the cutoff levels utilized by the U.S. Department of Health and Human Services (U.S.H.H.S.) shall be utilized for initial and confirmatory testing. Tested levels which fall below these cutoff levels shall be considered negative results.

Section 4. Definitions

- a) "Test" refers to an on-duty drug test.
- b) "Urine Test" - a urine sample submitted to a laboratory for testing.
- c) "Collection Site" - a place designated by the County where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- d) "Medical Review Officer" (MRO) - a licensed physician responsible for receiving laboratory results generated by the County's testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical explanation, at or above the cut off level assigned to that substance as reviewed by the MRO.
- e) "Positive Test Result" - a test result that shows evidence of a drug, drug metabolite, in a person's system, without a valid medical explanation, at or above the cutoff level assigned to that substance as reviewed by the MRO.
- f) "Rehabilitation" - treatment of a drug abuse problem, including counseling and monitoring from providers.
- g) "Treatment" - a therapeutic residential or outpatient program for employees with drug abuse problems.
- h) "Immediate Suspension" - implies that a review may be processed through the grievance/arbitration procedure of the collective bargaining agreement between the Union and the County.

- i) "Employee" - the term employee, when used in Addendum C of this agreement, shall mean all personnel in Correction Officer and Emergency Services Communications Specialist titles.

Section 5. Prohibited Substances

The department may test for the presence of any of the following substances: marijuana, cocaine, opiates (i.e., heroin, morphine), amphetamines and phen-cyclidine (PCP).

Section 6. Individuals Subject to Drug Testing and Testing Circumstances

- a) All employees may be subjected to random urinalysis tests at any time, but not more than twice in any calendar year (January 1 - December 31).
 - 1. Newly hired personnel during the probationary period. The test would count as one (1) test during the calendar year.
- b) The selection of any employee for the computer generated random testing shall not prevent any other or further testing for that employee as provided in this policy.
- c) For random testing, an employee's name shall be withdrawn from the pool for any of the following reasons: leave approved prior to a notice of testing, hospitalization, layoff, vacation, approved personal leave, or any other absence.
- d) During random tests, the employee may request a steward to be present to observe the testing. Reasonable efforts shall be made to contact the Union representative. The Union acknowledges that the representative may not interfere with the testing.
- e) Other Testing Circumstances:
 - 1. "Post Accident" personnel shall be tested when the Sheriff or his designee has reasonable suspicion that drugs were involved in the accident in the use of the County's vehicle.
 - 2. "Post-Rehabilitative/Follow-Up" employees who are returned to work in a drug rehabilitation program shall be required, at the County's option, to submit to "return to work" and "follow-up" drug tests to ensure that they remain substance free for a period of two (2) years.

- f) "Positive Test Results" - unless otherwise noted in this policy, a final positive test will result in immediate suspension without pay.
- g) "Reasonable Suspicion" - an employee may be tested where there exists a reasonable suspicion that the employee is under the influence of drugs as defined under the provisions of this policy. The term "reasonable suspicion" shall, for the purposes of this program, be defined as observed aberrant unusual on-duty behavior not immediately explained by causes other than that of drug use and/or the physical manifestations of drug use (e.g., drug paraphernalia, observed possession of drugs, etc.). A test may be conducted when:
1. Observed by the employee's immediate supervisor or higher ranking officer and confirmed by the observation of another officer or supervisor. Such observations must be documented.
 2. The type of behavior observed and documented is a recognized and accepted symptom, impairment or use of drugs.

These signs may include, but are not limited to:

- difficulty in maintaining balance
- slurred speech
- abnormal or erratic behavior
- apparent inability to perform assigned duties in a safe and satisfactory manner

Employees who are directed to submit to reasonable cause testing shall be relieved from all duties and placed on administrative leave of absence with pay, pending the receipt of test results and the completion of any investigation conducted by the County.

A positive reasonable suspicion testing will result in immediate suspension without pay.

3. Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo drug testing shall receive formal training. Such training must be completed before the supervisor can require an employee to undergo a test.
4. Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo drug testing shall attend a refresher course each year on the probable misuses of prohibited drugs. If a supervisor has not attended and completed the refresher course within twelve months of the previous course, the

supervisor shall not qualify as a designated supervisor with authority to require an employee to undergo a test.

5. When a decision is made to test, the employee shall be advised that the employee can consult with a Union representative, as long as the Union representative can respond without undue delay. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting a Union representative.

In the event that the testing requires the employee to stay beyond his/her normal working hours, the County shall pay overtime for such time.

Section 7. Testing and Test Results

- a) "Drug Testing Procedures" -the following procedure shall be used whenever an employee is required to give a urine sample.
 1. A urine sample will be taken of the employee. The collection shall be done in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
 2. Immediately after the sample has been given, it will be divided into two (2) equal parts, provided at least 60ml has been provided. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will be sent or delivered to a testing laboratory, the other retained at the collections center.
 3. In each instance of a drug test, a chain of custody procedure will be followed. This procedure is used to account for the integrity of each urine specimen by tracing its handling and storage from point of specimen collection to final disposition of the specimen.
 4. A chain of custody form will be used from the time of collection to receipt by the testing laboratory /laboratories. Upon receipt by the laboratory/ laboratories, an appropriate laboratory chain of custody form accounting for the sample within the laboratory shall be used.
 5. A tamper proof sealing system designed in the manner such that the specimen bottle will be sealed against undetected opening and the bottle can be identified utilizing an identification number identical to that appearing on the urine custody and control form. Space shall be provided to initial the bottle, thereby affirming its identity.

6. Should the employee be unable to pass the required amount of urine, he/she shall remain at the collection center and follow all directives given by the collection site person until such time as 60ml or more of urine has been passed. Should the employee be unable to pass at least 60ml of urine during his/her shift, he/she shall be referred to the County's designated physician who shall determine if such inability was purposefully done or medically unavoidable. If medically unavoidable, the employee shall be eligible for retesting at any time designated by the County during a twelve (12) month period.
- b) "Report and Review by MRO" - all confirmed positive drug test results shall be referred to an MRO who shall perform the following tasks:
1. Review the chain of custody documents and test results for completeness and accuracy.
 2. Give the employee an opportunity to discuss the results.
 3. If there appears to be no medical reason for the positive test result which is acceptable to the MRO, the test shall be verified as positive and the same reported to the Sheriff and/or his designee.
 4. Should the employee provide a medically acceptable explanation to the MRO, the MRO shall report the test as negative to the collection clinic, which in turn shall report same to the Sheriff and/or his designee.
- c) "Retest Procedures Following Positive Drug Test Results" - if the confirmatory test and medical review is positive for the presence of an illegal drug, the employee will be so notified and the employee and the Union will be provided with copies of all documents pertinent to the test sent to or from the County by the laboratory. The second untested sample, which has been retained by the collection center shall be submitted by the County to the testing laboratory using the testing procedure noted herein. The employee, the Union and the County will be given a copy of the results. Should the second result be positive, the employee and the Union waive any right to challenge the integrity of the chain of custody or the testing protocol for either sample.
- d) "Specimen Integrity and Employee Conduct" - specimen collection will occur in a clinical setting and under strict procedures so as to avoid specimen tampering. Careful chain of custody procedures shall be followed at all times. Any attempt to hinder collection procedures or to

adulterate or substitute a urine sample will result in disqualification of an applicant and disciplinary charges against the employee and a retest.

- e) "Negative Reasonable Suspicion Test Results" - the Union shall be immediately provided a complete listing of all of its members who are tested either for the random or reasonable suspicion test. The Union may thereafter review any negative reasonable suspicion testing.
- f) "Positive Test Results Procedures" - for the purposes of this policy, unless otherwise stated, an employee may not be terminated or otherwise subjected to any disciplinary action for prohibited drug usage until the re-testing procedures are completed as defined in Section 7. of this procedure and said test is deemed a positive test by the MRO.
- g) "Refusal to Submit to Test" - employees who refuse to immediately appear for testing as directed shall be considered a "positive" test. Such a refusal to submit to a test will result in the suspension of the employee and thereafter he/she will be required to submit to a test within 24 hours of the original test request. A further refusal to submit to this second test will result in suspension without pay under the provisions of this policy.
- h) "Employee Rights" - employees shall have a right to refuse a random test above and beyond the requirements set forth in this agreement.

Section 8. Employee Assistance and Rehabilitation

- a) "Employee Assistance" - the County, with the cooperation of the Union, shall promptly utilize the Employee Assistance Program (EAP) to:
 - 1. Educate employees about the dangers of substance abuse.
 - 2. Provide a resource for treatment of drug abuse problems.
 - 3. Assist employees with a number of other services unrelated to substance abuse designed to aid in the identification, intervention and resolution of personal problems (i.e., family, marital, financial, etc.) which negatively impact on the employee's employment with the Sheriff's Department.
 - 4. Provide initial counseling, problem identification, short-term counseling, referral if necessary, to a professional agency or person who can assist the employee to resolve his/her problem, and to offer follow-up support and monitoring.

- b) The services of the EAP shall be free to any employee. The costs of any professional help to which the employee or immediate family member is referred, beyond the services of the EAP and what may be covered by the County's health insurance program, shall be the responsibility of the employee.
- c) Use of the EAP services or any further professional help by an employee shall not preclude discipline for incompetence, misconduct or unsatisfactory job performance. Any discipline imposed shall be pursued in accordance with applicable provisions of the collective bargaining agreement.
- d) "Confidentiality" - use of the EAP services or further professional help shall be confidential except when confidentiality is waived by the employee as discussed below. EAP records shall be maintained separately by the EAP coordinator, and shall not be included in personnel files. The EAP shall provide the County's EAP coordinator with statistical data only regarding the use of the program by the County's employees and members of their immediate families. In this regard, there shall be no names or reference of any type whatsoever that would enable any Department official to identify any subject of the EAP program.
- e) "Terms Pending Drug Rehabilitation" - while undergoing treatment in the Sheriff's Department's approved program, the employee:
 - 1. Shall be relieved of duty, utilizing whatever leave time may be available in accordance with the collective bargaining agreement and/or the federal law. The employee shall be required to utilize sick leave, up to one-half (1 /2) vacation, sick leave bank and other contractual benefits.

2. Return to Full Duty:

- a. The employee may not return to full duty until he/she has satisfactorily completed County's approved drug/ substance abuse program and obtained a negative drug urinalysis test result, and gained written clearance from the County's designated physician.
- b. Should the employee be returned to full duty status, he/she shall be placed in the selection pool for a period of twenty-four (24) months.
- c. An employee who has tested positive for controlled drug use and consequently is prohibited from performing normal functions, shall be given a verbal explanation of the charges and the factual basis for the removal from duty.

- d. If the County is not able to assign an employee to duties within the employee's job description, the County shall assign the employee to another position if available which does not require the performance of normal functions until the employee has been recommended by the substance abuse professional for return to full duty in the employee's normal position.

Section 9. Discipline Procedure

Any disciplinary action taken by the County against an employee in connection with claimed violation(s) of the Drug Testing Policy shall be subject to the disciplinary procedure as provided for in the collective bargaining agreement.

Section 10. Savings Clause

In the event that any portion of this policy should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this policy shall continue in full force and effect, unless that would lead to unjust or impractical results.

Upon the issuance of such a decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this policy.

CATTARAUGUS COUNTY
SALARY SCHEDULE

SHERIFF BARGAINING UNIT DISPATCH / ADMIN							CORRECTIONS							YEAR: 2003	
GRADE/STEP	A	B	C	D	E	F	GRADE/STEP	A	B	C	D	E	F	G	
11	10.70	11.10	11.48	11.90	12.35	12.79	11	.00	.00	.00	.00	.00	.00		
14	11.90	12.35	12.79	13.28	13.81	14.35	14	.00	.00	.00	.00	.00	.00		
15	12.35	12.79	13.28	13.81	14.35	14.93	15	.00	.00	.00	.00	.00	.00		
19	14.31	14.89	15.54	16.17	16.85	17.55	19	.00	.00	.00	.00	.00	.00		
21	.00	.00	.00	.00	.00	.00	21	13.54	14.01	14.63	15.14	15.72	16.37		
22	.00	.00	.00	.00	.00	.00	22	13.91	14.38	15.01	15.57	16.18	16.82		
23	.00	.00	.00	.00	.00	.00	23	14.28	14.75	15.39	16.01	16.64	17.30		
24	15.54	16.17	16.85	17.55	18.30	19.09	24	.00	.00	.00	.00	.00	.00		

APPENDIX A

SHERIFF BARGAINING UNIT DISPATCH / ADMIN							CORRECTIONS							YEAR: 2004	
GRADE/STEP	A	B	C	D	E	F	GRADE/STEP	A	B	C	D	E	F	G	
11	11.40	11.80	12.18	12.60	13.05	13.49	11	.00	.00	.00	.00	.00	.00	.00	
14	12.60	13.05	13.49	13.98	14.51	15.05	14	.00	.00	.00	.00	.00	.00	.00	
15	13.05	13.49	13.98	14.51	15.05	15.63	15	.00	.00	.00	.00	.00	.00	.00	
19	15.01	15.59	16.24	16.87	17.55	18.25	19	.00	.00	.00	.00	.00	.00	.00	
21	.00	.00	.00	.00	.00	.00	21	14.24	14.71	15.33	15.84	16.42	17.07	.00	
22	.00	.00	.00	.00	.00	.00	22	14.61	15.08	15.71	16.27	16.88	17.52	.00	
23	.00	.00	.00	.00	.00	.00	23	14.98	15.45	16.09	16.71	17.34	18.00	18.71	
24	16.24	16.87	17.55	18.25	19.00	19.79	24	.00	.00	.00	.00	.00	.00	.00	

CATTARAUGUS COUNTY
SALARY SCHEDULE

SHERIFF BARGAINING UNIT DISPATCH / ADMIN										CORRECTIONS					YEAR: 2005				
GRADE/STEP	A	B	C	D	E	F	GRADE/STEP	A	B	C	D	E	F	G					
11	11.83	12.25	12.64	13.08	13.54	14.00	11	.00	.00	.00	.00	.00	.00	.00					
14	13.08	13.54	14.00	14.51	15.06	15.62	14	.00	.00	.00	.00	.00	.00	.00					
15	13.54	14.00	14.51	15.06	15.62	16.22	15	.00	.00	.00	.00	.00	.00	.00					
19	15.58	16.18	16.85	17.51	18.21	18.94	19	.00	.00	.00	.00	.00	.00	.00					
21	.00	.00	.00	.00	.00	.00	21	14.67	15.16	15.79	16.32	16.92	17.59	.00					
22	.00	.00	.00	.00	.00	.00	22	15.05	15.54	16.19	16.76	17.39	18.05	.00					
23	.00	.00	.00	.00	.00	.00	23	15.43	15.92	16.58	17.22	17.86	18.54	19.28					
24	16.85	17.51	18.21	18.94	19.72	20.54	24	.00	.00	.00	.00	.00	.00	.00					

SHERIFF BARGAINING UNIT DISPATCH / ADMIN										CORRECTIONS					YEAR: 2006				
GRADE/STEP	A	B	C	D	E	F	GRADE/STEP	A	B	C	D	E	F	G					
11	12.53	12.95	13.34	13.78	14.24	14.70	11	.00	.00	.00	.00	.00	.00	.00					
14	13.78	14.24	14.70	15.21	15.76	16.32	14	.00	.00	.00	.00	.00	.00	.00					
15	14.24	14.70	15.21	15.76	16.32	16.92	15	.00	.00	.00	.00	.00	.00	.00					
19	16.28	16.88	17.55	18.21	18.91	19.64	19	.00	.00	.00	.00	.00	.00	.00					
21	.00	.00	.00	.00	.00	.00	21	15.17	15.66	16.29	16.82	17.42	18.09	.00					
22	.00	.00	.00	.00	.00	.00	22	15.55	16.04	16.69	17.26	17.89	18.55	.00					
23	.00	.00	.00	.00	.00	.00	23	15.93	16.42	17.08	17.72	18.36	19.04	19.78					
24	17.55	18.21	18.91	19.64	20.42	21.24	24	.00	.00	.00	.00	.00	.00	.00					

CATTARAUGUS COUNTY
SALARY SCHEDULE

SHERIFF BARGAINING UNIT DISPATCH / ADMIN							CORRECTIONS							YEAR: 2007
GRADE/STEP	A	B	C	D	E	F	GRADE/STEP	A	B	C	D	E	F	G
11	12.97	13.41	13.81	14.27	14.74	15.22	11	.00	.00	.00	.00	.00	.00	.00
14	14.27	14.74	15.22	15.75	16.32	16.90	14	.00	.00	.00	.00	.00	.00	.00
15	14.74	15.22	15.75	16.32	16.90	17.52	15	.00	.00	.00	.00	.00	.00	.00
19	16.85	17.48	18.17	18.85	19.58	20.33	19	.00	.00	.00	.00	.00	.00	.00
21	.00	.00	.00	.00	.00	.00	21	15.63	16.13	16.78	17.33	17.95	18.64	.00
22	.00	.00	.00	.00	.00	.00	22	16.02	16.53	17.20	17.78	18.43	19.11	.00
23	.00	.00	.00	.00	.00	.00	23	16.41	16.92	17.60	18.26	18.92	19.62	20.38
24	18.17	18.85	19.58	20.33	21.14	21.99	24	.00	.00	.00	.00	.00	.00	.00

Salary Allocation

Grade 11

Keyboard Specialist

Grade 14

Account Clerk

Account Clerk Typist

Civil Clerk

Senior Typist

Grade 15

Pistol Permit Clerk

Grade 19

Senior Civil Clerk

Grade 22

Emergency Services

Communications Specialist

Grade 23

Correction Officer

Grade 24

Registered Professional Nurse

APPENDIX B
Health Insurance Waiver Form

HEALTH INSURANCE WAIVER

NO COUNTY PROVIDED HEALTH INSURANCE
FOR YOU OR YOUR FAMILY MEMBERS WILL BE
CONTINUED UNDER THE EFFECTIVE TERMS OF THIS WAIVER!

I hereby for myself, my heirs, executors, and administrators, waive my rights to County-provided health insurance coverage pursuant to the Collective Bargaining Agreement(s) between the County of Cattaraugus and the Cattaraugus County Units of Local 805, CSEA, Local 1000, AFSCME, AFL-CIO.

I understand the RISK inherent in electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors, and administrators.

I release any and all rights and claims I may have against the County of Cattaraugus and/or the Cattaraugus County Units of Local 805, CSEA, Local 1000, AFSCME, AFL-CIO and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this waiver of health insurance coverage is in effect, I may not re-enter any County provided insurance plan until the next open period occurs, except as may otherwise be provided in Article 27.

I have read the above waiver and upon my reading, fully understand its contents.

Employee's Signature

Date

Signature, CSEA Representative Local 805

Date

Signature, Cattaraugus County Risk Manager

Date

APPENDIX C

SPECIAL MEMORANDUM OF UNDERSTANDING

COUNTY HEALTH INSURANCE PLAN

between the

COUNTY OF CATTARAUGUS

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO, CSEA LOCAL 805
Cattaraugus County Employee Unit
Cattaraugus County Supervisory Unit
Cattaraugus County Sheriff's Department Unit
Cattaraugus County Sheriff's Department Deputy Unit

At the Health Insurance Advisory Committee meeting of August 4, 2003, CSEA and the County of Cattaraugus have agreed to the following issues regarding the County Health Insurance Plan:

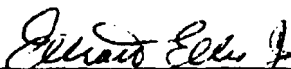
1. The County and the Union support the following changes in the County Health Insurance Plan, and will submit such recommended changes to the Union membership and the County Legislature for ratification:


2. The County and the Union agree that upon ratification of the aforementioned changes to the County health Insurance Plan, by both the County Legislature and each Cattaraugus County CSEA Unit, that the County and CSEA agree not to conduct further negotiations regarding the Health Insurance Plan until January 1, 2007, unless a specific agreement to do so is agreed upon by the County and an individual CSEA Unit.

3. The Union will conduct a membership information meeting on August and 28, 2003, with a subsequent vote occurring on September 4, 2003.

FOR THE COUNTY


Earl R. Helms, Chairman
Labor Relations Committee

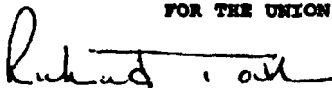

Elliott J. Ellis, Jr., Vice-Chairman
Labor Relations Committee



Howard M. Peterson, Director
Human Resources

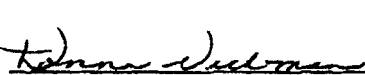

Ernest J. Dustman, Sheriff

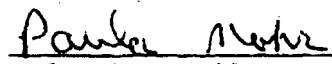
Date: August 4, 2003

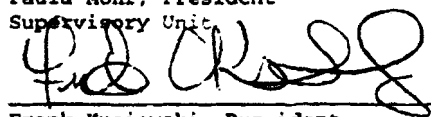
FOR THE UNION

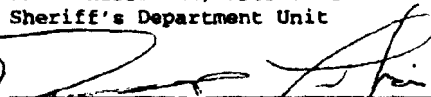

Richard Toth, CSEA
Labor Relations Specialist


Timothy Anderson, President
CSEA, Inc., Local 1000, AFSCME, AFL-CIO


Donna Vickman, President
Employee Unit


Paula Mohr, President
Supervisory Unit


Frank Kusiowski, President
Sheriff's Department Unit


David Tobia, President
Sheriff's Department Deputy Unit

Health Insurance Update

The Leadership of CSEA's General Bargaining Unit, Supervisory Unit, Sheriff's Unit, and Deputy's Unit plus the Deputy Sheriff's Association Supervisory Unit are pleased to announce that they have reached a Tentative Agreement with the County on updates to our Health Insurance Benefits Package. This handout lists the amendments that were included in the Tentative Agreement. There will be informational meetings held on August 27th and 28th to discuss these amendments, and all County employees are encouraged to attend one of these meetings. There will be postings on the CSEA Bulletin Boards listing the dates and locations of the meetings. On Thursday, September 4, 2003, members of the 4 CSEA Units and the Deputy Sheriff's Unit will vote on this Tentative Agreement. If this package is ratified by the Union membership, the Legislators will vote on accepting it on Wed, September 10, 2003.

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## TENTATIVE AGREEMENT

1. THERE WILL BE NO CHANGES IN BENEFIT LEVEL COVERAGE
2. EFFECTIVE JANUARY 1, 2004, EMPLOYEE PAYROLL CONTRIBUTIONS FOR HEALTH INSURANCE COVERAGE SHALL BE AS FOLLOWS:

|                                    |                           |
|------------------------------------|---------------------------|
| EFFECTIVE 1/1/04 ~ SINGLE COVERAGE | \$11.00 → \$12.75 PER PAY |
| FAMILY COVERAGE                    | \$15.00 → \$17.25 PER PAY |
| EFFECTIVE 1/1/05 ~ SINGLE COVERAGE | \$12.75 → \$14.50 PER PAY |
| FAMILY COVERAGE                    | \$17.25 → \$20.00 PER PAY |
| EFFECTIVE 1/1/06 ~ SINGLE COVERAGE | \$14.50 → \$16.75 PER PAY |
| FAMILY COVERAGE                    | \$20.00 → \$23.00 PER PAY |
| EFFECTIVE 1/1/07 ~ SINGLE COVERAGE | \$16.75 → \$20.00 PER PAY |
| FAMILY COVERAGE                    | \$23.00 → \$25.00 PER PAY |

**3. EFFECTIVE JANUARY 1, 2004, THE FOLLOWING CO-PAYMENTS AND DEDUCTIBLES SHALL BE PAID FOR BASIC BENEFITS. CHANGES IN CO-PAY'S AND DEDUCTIBLES ARE IN 'BOLD':**

| <b>SCHEDULE OF BENEFITS ~ BASIC BENEFITS</b>                                                                              |                                                                                                              |                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>BENEFIT DESCRIPTION</b>                                                                                                | <b>IN-NETWORK</b>                                                                                            | <b>OUT-OF-NETWORK</b>                                                                |
| PRIMARY CARE PHYSICIAN VISIT                                                                                              | <b>\$8.00 CO-PAY → \$12.00 CO-PAY</b>                                                                        | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| SPECIALIST VISITS                                                                                                         | <b>\$10.00 CO-PAY → \$12.00 CO-PAY</b>                                                                       | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| ADULT ROUTINE PHYSICAL ~<br>OFFICE VISIT ONLY                                                                             | COVERED IN FULL                                                                                              | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| WELL BABY / CHILD VISITS                                                                                                  | COVERED IN FULL (UP TO AGE 19)<br>(IMMUNIZATIONS IN ACCORDANCE WITH<br>THE AMERICAN ACADEMY OF PEDIATRICS)   | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| OUTPATIENT LAB                                                                                                            | COVERED IN FULL                                                                                              | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| OUTPATIENT X-RAY                                                                                                          | COVERED IN FULL                                                                                              | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| OUTPATIENT DIAGNOSTIC PROCEDURES                                                                                          | <b>\$10.00 CO-PAY → \$15.00 CO-PAY</b>                                                                       | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| HOSPITAL CARE<br>(ROOM & BOARD, ANCILLARY SERVICES &<br>SUPPLIES, DOCTOR'S VISITS, INPATIENT<br>SURGERY, AND ANAESTHESIA) | COVERED IN FULL<br>(PRE-CERTIFICATION OF FACILITY<br>NECESSARY)                                              | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| OUTPATIENT SURGERY                                                                                                        | COVERED IN FULL<br>(PRE-CERTIFICATION OF FACILITY<br>NECESSARY)                                              | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| EMERGENCY ROOM CARE                                                                                                       | <b>\$35.00 PER VISIT (WAIVED IF<br/>ADMITTED) NON-EMERGENCY 50% CO-<br/>PAY</b>                              | <b>\$35.00 PER VISIT (WAIVED IF ADMITTED)<br/>NON-EMERGENCY 50% CO-PAY</b>           |
| URGENT CARE                                                                                                               | <b>\$10.00 → \$12.00 PER VISIT</b>                                                                           | <b>\$10.00 → \$12.00 PER VISIT</b>                                                   |
| MATERNITY SERVICES **<br>PRE & POST NATAL CARE                                                                            | COVERED IN FULL (PRE-CERTIFICATION<br>OF FACILITY NECESSARY)                                                 | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| AMBULANCE / EMERGENCY<br>TRANSPORTATION (FOR ADVANCED LIFE<br>SUPPORT ASSISTANCE)                                         | <b>\$25.00 CO-PAY (WHEN MEDICALLY<br/>NECESSARY)</b>                                                         | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| SKILLED NURSING FACILITY ***                                                                                              | COVERED IN FULL UP TO 90 DAYS<br>PER MEMBER / PER YEAR (PRE-<br>CERTIFICATION OF FACILITY NECESSARY)         | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |
| HOME HEALTH CARE<br>(CO-PAY WAIVED IF CATTARAUGUS COUNTY<br>SERVICES UTILIZED)                                            | <b>\$8.00 CO-PAY PER DAY<br/>LIMIT OF FOUR VISITS PER DAY (PRE-<br/>CERTIFICATION OF FACILITY NECESSARY)</b> | <b>80% COVERED AFTER \$150-S / \$300-F<br/>→ 70% COVERED AFTER \$300-S / \$600-F</b> |

|                                                                                                              |                                                                                                                                                              |                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HOSPICE VISITS                                                                                               | COVERED IN FULL<br>210 DAYS; 5 BEREAVEMENT                                                                                                                   | 80% COVERED AFTER \$150-S / \$300-F<br>→70% COVERED AFTER \$300-S / \$600-F                                                                                                                          |
| OUTPATIENT THERAPEUTIC SERVICES<br>(INCLUDING CHEMOTHERAPY, RADIATION<br>THERAPY, HEMODIALYSIS)              | \$10.00 CO-PAY → \$15.00 CO-PAY<br>FOR THE FIRST FIVE VISITS, THEN<br>PAID IN FULL (PER RELATED<br>DIAGNOSIS)                                                | 80% COVERED AFTER \$150-S / \$300-F<br>→70% COVERED AFTER \$300-S / \$600-F                                                                                                                          |
| <b><u>MENTAL HEALTH SERVICES</u></b>                                                                         |                                                                                                                                                              |                                                                                                                                                                                                      |
| INPATIENT MENTAL HEALTH                                                                                      | COVERED IN FULL<br>UP TO 30 DAYS, PER MEMBER, PER<br>YEAR; AND FOR DAYS 31 – 60, 80%<br>COVERAGE → 70% COVERAGE (PRE-<br>CERTIFICATION OF FACILITY REQUIRED) | 50 % COVERAGE (PRE-CERTIFICATION OF<br>FACILITY NECESSARY)                                                                                                                                           |
| OUTPATIENT MENTAL HEALTH                                                                                     | \$10.00 CO-PAY → \$12.00 CO-PAY FOR<br>FIRST SIX VISITS; 50% CO-PAY FOR UP<br>TO 20 VISITS PER MEMBER PER YEAR                                               | 50% COVERAGE UP TO 20 VISITS PER<br>MEMBER PER YEAR                                                                                                                                                  |
| <b><u>ALCOHOL/SUBSTANCE ABUSE<br/>SERVICES</u></b>                                                           |                                                                                                                                                              |                                                                                                                                                                                                      |
| INPATIENT SUBSTANCE ABUSE<br>REHABILITATION/DETOXIFICATION<br>(MAXIMUM OF 3 ADMISSIONS / YEAR PER<br>MEMBER) | COVERED IN FULL<br>UP TO 30 DAYS FOR REHABILITATION<br>PER MEMBER / YEAR. UP TO 7 DAYS<br>PER MEMBER PER ADMISSION FOR<br>DETOXIFICATION.                    | 80% COVERED AFTER \$150-S / \$300-F<br>→70% COVERED AFTER \$300-S / \$600-F<br>UP TO 30 DAYS FOR REHABILITATION PER<br>MEMBER PER YEAR. UP TO 7 DAYS PER MEMBER<br>PER ADMISSION FOR DETOXIFICATION. |
| OUTPATIENT SUBSTANCE ABUSE VISITS                                                                            | \$8.00 → \$12.00 CO-PAY<br>UP TO 60 VISITS PER MEMBER / YEAR                                                                                                 | 80% COVERED AFTER \$150-S / \$300-F<br>→70% COVERED AFTER \$300-S / \$600-F<br>UP TO 60 VISITS PER MEMBER PER YEAR                                                                                   |
| <b><u>OTHER SERVICES</u></b>                                                                                 |                                                                                                                                                              |                                                                                                                                                                                                      |
| CHIROPRACTIC – ACUTE CARE                                                                                    | \$10.00 CO-PAY<br>UP TO 15 VISITS PER MEMBER, PER<br>YEAR (IF ADDITIONAL VISITS ARE<br>REQUIRED, AUTHORIZATION NEEDED<br>FROM RMSCO)                         | 80% COVERED AFTER \$150-S / \$300-F<br>→70% COVERED AFTER \$300-S / \$600-F                                                                                                                          |
| OUTPATIENT PHYSICAL, SPEECH, OR<br>OCCUPATIONAL THERAPY                                                      | \$10.00 → \$15.00 CO-PAY<br>UP TO 20 VISITS PER MEMBER, PER<br>YEAR. IF ADDITIONAL VISITS ARE<br>REQUIRED, NEED AUTHORIZATION<br>FROM PCP.                   | 80% COVERED AFTER \$150-S / \$300-F<br>→70% COVERED AFTER \$300-S / \$600-F<br>UP TO 20 VISITS PER MEMBER, PER YEAR.<br>IF ADDITIONAL VISITS ARE REQUIRED, NEED<br>AUTHORIZATION FROM PCP.           |
| DURABLE MEDICAL EQUIPMENT                                                                                    | 30% CO-PAY FROM PARTICIPATING<br>PROVIDER                                                                                                                    | 80% COVERED AFTER \$150-S / \$300-F<br>→70% COVERED AFTER \$300-S / \$600-F                                                                                                                          |
| DIABETIC DURABLE MEDICAL<br>EQUIPMENT/SUPPLIES                                                               | \$10.00 CO-PAY                                                                                                                                               | 80% COVERED AFTER \$150-S / \$300-F<br>→70% COVERED AFTER \$300-S / \$600-F                                                                                                                          |
| OXYGEN SUPPLY                                                                                                | 20% CO-PAY OF THE FIRST \$2,500<br>OF EXPENSES, THEN COVERED AT<br>100% THEREAFTER                                                                           | 25% CO-PAY (SEE APPENDIX)                                                                                                                                                                            |
| INTERNAL PROSTHETICS                                                                                         | COVERED IN FULL                                                                                                                                              | 80% COVERED AFTER \$150-S / \$300-F<br>→70% COVERED AFTER \$300-S / \$600-F                                                                                                                          |



| EXTERNAL PROSTHETICS                                                                 | 20% CO-PAY                                                                                                          | 50% CO-PAY                                                                                                          |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| DEPENDENT RIDERS                                                                     | BASIC TO AGE 19<br>DEPENDENTS TO AGE 21,<br>FULL-TIME STUDENTS TO AGE 25                                            | BASIC TO AGE 19<br>DEPENDENTS TO AGE 21,<br>FULL-TIME STUDENTS TO AGE 25                                            |
| <b><u>PRESCRIPTIONS:</u></b>                                                         |                                                                                                                     |                                                                                                                     |
| UP TO A 30-DAY SUPPLY~<br>GENERIC<br>BRAND - NO GENERIC AVAILABLE<br>BRAND NAME      | \$3.00 → \$ 5.00<br>\$5.00 → \$10.00<br>\$7.00 → \$15.00                                                            | \$3.00 → \$ 5.00<br>\$5.00 → \$10.00<br>\$7.00 → \$15.00                                                            |
| 90-DAY SUPPLY / MAIL ORDER~<br>GENERIC<br>BRAND - NO GENERIC AVAILABLE<br>BRAND NAME | \$3.00 → \$10.00<br>\$5.00 → \$20.00<br>\$7.00 → \$30.00                                                            | \$3.00 → \$10.00<br>\$5.00 → \$20.00<br>\$7.00 → \$30.00                                                            |
|                                                                                      | • NOTE: IF THE COST OF A PRESCRIPTION<br>IS LESS THAN THE AMOUNT OF THE CO-PAY,<br>YOU PAY THE COST OF PRESCRIPTION | • NOTE: IF THE COST OF A PRESCRIPTION IS LESS<br>THAN THE AMOUNT OF THE CO-PAY, YOU PAY THE<br>COST OF PRESCRIPTION |

**APPENDIX:**

\* EXCEPT WHERE OTHERWISE STATED, THE PLAN HAS A CALENDAR YEAR DEDUCTIBLE OF (\$150.00 →) \$300.00 INDIVIDUAL AND (\$300.00 →) \$600.00 FAMILY. WHERE THE DEDUCTIBLE APPLIES AND WHEN IT HAS BEEN MET, THE PLAN PAYS (80% →) 70% OF THE ALLOWANCE UNTIL CO-PAYMENTS REACH (\$500 →) \$1500.00 INDIVIDUAL AND (\$1,000 →) \$3,000 FAMILY, THEN PAYS 100% OF THE ALLOWANCE FOR THE REMAINDER OF THAT YEAR. THERE IS A \$1,000,000 LIFETIME MAXIMUM PER MEMBER.

\*\* HOME BIRTHS MUST BE COORDINATED IN CONJUNCTION WITH RMSCO'S NURSES AND THE SUBSCRIBER'S OWN PHYSICIAN IN CASE OF POSSIBLE COMPLICATIONS

\*\*\* THE COVERAGE IS LIMITED TO SERVICE PROVIDED BY OR UNDER THE SUPERVISION OF LICENSED NURSING PERSONNEL, FOR NON-CUSTODIAL CARE IF THE CARE IS IN LIEU OF HOSPITALIZATION FOR CARE OF THE CONDITION, ILLNESS, OR INJURY

\*\*\*\* HOME HEALTH CARE VISITS INCLUDE SKILLED NURSING, OCCUPATIONAL THERAPY, SPEECH THERAPY, PHYSICAL THERAPY, AND HOME HEALTH AID

OUT-OF-POCKET MAXIMUM IS (\$500. →) \$1500. INDIVIDUAL AND (\$1,000. →) \$3,000. FAMILY PER YEAR. APPLIES TO OUT-OF-NETWORK PERCENTAGE CO-PAYS AND PERCENT CO-PAYS IN NETWORK ONLY.

OXYGEN EXPENSES ARE TREATED AS A SEPARATE ITEM WITH ITS OWN OUT-OF-POCKET LIMITS IN- NETWORK. OUT-OF-NETWORK COVERAGE REQUIRES ONGOING CO-PAYS AND DOES NOT SATISFY ANNUAL OUT-OF-POCKET LIMITS.

WHEN A RETIREE HAS REACHED SIXTY-FIVE (65) YEARS OF AGE, AND IS ELIGIBLE FOR MEDICARE, THEY ARE OBLIGATED TO APPLY FOR MEDICARE PARTS A & B. THE COST OF THE MEDICARE PART B PREMIUM SHALL BE BORNE BY THE RETIREE. THE CATTARAUGUS COUNTY HEALTH PLAN WILL BECOME SECONDARY TO MEDICARE COVERAGE.

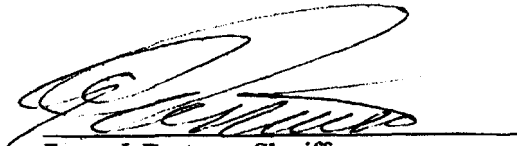
## EXECUTION OF AGREEMENT

Wherefore, the duly authorized representatives of the parties do hereby execute this Agreement including all addenda and appendices on ~~March~~ <sup>April</sup> 14, 2004

### FOR THE EMPLOYER

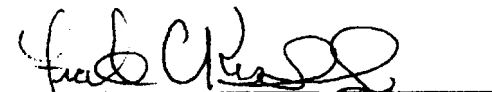
County of Cattaraugus  
State of New York

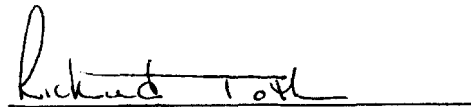
  
Gerard J. Fitzpatrick, Chairman  
Cattaraugus County Legislature

  
Ernest J. Dustman, Sheriff  
Cattaraugus County

  
Elliott J. Ellis  
Chief Negotiator

### FOR THE UNION

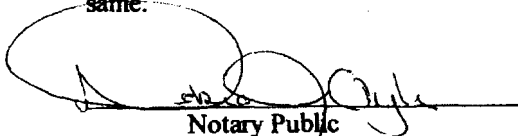
  
Frank Kusiowski, Jr., Unit President

  
Richard Toth, CSEA

\*\*\*\*\*

STATE OF NEW YORK :  
: ss.  
COUNTY OF CATTARAUGUS :

On this 14<sup>th</sup> day of ~~March~~ <sup>April</sup> Two-thousand and four, before me, the subscribers, personally appeared Gerard J. Fitzpatrick, Ernest J. Dustman, Elliott J. Ellis, Frank Kusiowski, Jr., and Richard Toth, and to me personally known to me to be the same persons described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same.

  
Notary Public

Debra J. Geyer  
Reg. #10946015705  
Notary Public, State of New York  
Cattaraugus County  
APR 14 2004